

NORTH CAROLINA

FILED

IN THE GENERAL COURT OF JUSTICE

WAKE COUNTY

2014 APR 22 P 3:20

SUPERIOR COURT DIVISION

WAKE COUNTY, C.S.C.

File No. \_\_\_\_\_

STATE OF NORTH CAROLINA, )

ex rel. ROY COOPER, ATTORNEY )

GENERAL, )

Plaintiff, )

v. )

**COMPLAINT**

(Temporary Restraining Order Requested)

EAGLE ROOFING AND RESTORATION, )

LLC, GBS ROOFING, LLC, and )

BRIAN WILLIAM SMITH, individually )

and in his capacity as managing member )

of EAGLE ROOFING AND )

RESTORATION, LLC and GBS )

ROOFING, LLC, )

Defendants. )

**INTRODUCTION**

Plaintiff brings this action against the defendant roofing contractors, alleging violations of the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, et seq., and related marketing practice statutes and regulations. Plaintiff seeks temporary, preliminary and permanent injunctive orders prohibiting defendants from harming other North Carolina home owners, as well as restitution for victims, civil penalties and other remedies available under that Act.

**PARTIES**

1. Plaintiff is the State of North Carolina, on relation of its Attorney General, Roy Cooper, who brings this action pursuant to authority found in Chapters 75 and 114 of the North Carolina General Statutes.

2. Defendant Eagle Roofing and Restoration, LLC is a North Carolina limited liability

corporation which has its principal place of businesses in Apex, NC. Defendant Eagle Roofing and Restoration was administratively dissolved by the North Carolina Secretary of State on March 4 of this year for failure to file an annual report.

3. Defendant GBS Roofing, LLC is a North Carolina limited liability corporation which suddenly ceased operations in early 2013. It was administratively dissolved by the North Carolina Secretary of State in 2011 and again on March 4 of this year, both times for failure to file an annual report. Upon information and belief, defendant GBS Roofing, LLC's principal places of business were in Wilmington, Sanford and Apex, NC.

4. Upon information and belief, defendant Brian William Smith (hereinafter "defendant Smith") is a resident of Wake County.

5. At all times relevant to this action, defendant Smith has been the managing member and principal officer of the two corporate defendants in this action. He managed and controlled the practices of the two corporate defendants which form the basis for this action.

6. Defendant Smith is sued in his individual capacity and in his capacity as agent and principal officer of defendants Eagle Roofing and Restoration, LLC and GBS Roofing, LLC.

#### **FACTUAL BACKGROUND**

7. During the past three years, it has been defendants' regular business practice to have their employees and sales agents approach North Carolina home owners and advise them that their roofs may have suffered storm damage, typically hail damage.

8. After securing access to the roofs of these home owners, it has been the regular practice of defendants and their employees and sales agents to advise the home owners that their roofs have, in fact, suffered storm damage. They then encourage the home owners to let their company submit claims on their behalf to the home owners' insurance companies.

9. Defendants and their agents secure written contracts with each home owner authorizing them to negotiate with the home owner's insurance company and to perform the repair work once the insurance company's approves the claim.
10. Defendants' regular practice has been to have the home owners pay them 50% of the cost of the repairs once the insurance company's check arrives.
11. Upon receiving payment from the home owner, defendants' regular practice has been to put off indefinitely the commencement of the home owner's roof repair project. On occasion, their employees or agents may do a small amount of preparatory work, such as depositing a small quantity of roofing materials in the home owner's yard.
12. Defendants regularly fail to start or complete home owners' projects after obtaining funds from them.

#### **Experiences of Larry Price, Wendell, NC**

13. As shown by the attached affidavit of Larry Price, age 79, of Wendell, NC (Plaintiff's Exhibit 1), a representative of defendant Eagle Roofing and Restoration (hereinafter "Eagle Roofing") came to Mr. Price's home last November, advised him of the need for a new roof, promised to help him file a claim with his insurance company, and then secured a written contract for Eagle Roofing to negotiate with the insurance company and perform the work. The contract, a copy of which is attached to Mr. Price's affidavit, obliged him to pay 50% of the amount of the insurance payment to Eagle Roofing within five days of receipt. An Eagle Roofing representative promptly collected \$4,026 from Mr. Price days after his insurance company issued him a check for \$8,053.13. For the next ten weeks Mr. Price tried to get Eagle Roofing and defendant Smith to commence the work or at least get back with him. Mr. Price then tried to cancel the contract and was informed by an Eagle Roofing representative that he

would be charged a 25% penalty. To date, Mr. Price has not had his roof repaired by defendants, nor has he gotten his money back.

#### **Experiences of Cheri Sommer, Wilmington, NC**

14. Cheri Sommer is a resident of Wilmington, NC. As shown by her attached affidavit, Plaintiff's Exhibit 2, in May of 2012 a representative of defendant GBS Roofing, LLC (hereinafter "GBS") approached her and stated that it appeared she had storm damage on her roof. The representative then got Ms. Sommer's husband to sign a contract authorizing GBS to work with the insurance company and to perform authorized repairs. Ms. Sommer and her husband eventually paid GBS \$5,000, half of the amount of the proceeds of their claim against their insurance policy. GBS never returned to perform the work and defendant Brian William Smith would not respond to communications from Ms. Sommers and her husband.

#### **Experiences of Sarita Olson, Fayetteville, NC**

15. Sarita Olson is a resident of Fayetteville. As shown by her attached affidavit, Plaintiff's Exhibit 3, in November of 2012, Ms. Olson entered into a contract with GBS. and paid them a deposit of \$2,9951.46 just before Christmas of that year. No work of any substance was performed on her home and by March 26, 2013, she demanded her money back from defendant Brian William Smith. Now, over a year later, she still had not recovered her \$2,9951.46.

#### **Experiences of Galinda Joyner, Holly Springs, NC**

16. Galinda Joyner is a resident of Holly Springs, NC. As shown by her attached affidavit, Plaintiff's Exhibit 4, she began interacting with a representative of Eagle Roofing in June of 2013 and signed various contracts with them. She signed a \$3,908.06 check from her insurance company over to Eagle Roofing on July 2. After the passage of several months, during which time Eagle Roofing and its representative tried to inflate the cost of repairs to \$19,021.08, Ms.

Joyner and Eagle Roofing settled upon a cost of \$9,666.65 on November 9, 2013. No work was performed during the ensuing months and Ms. Joyner experienced almost no success in getting defendant Smith or his employees to start the project. The only response she received came when she made contact with an Eagle Roofing employee named Ashley, who said her refund would be processed but that a 25% cancellation fee would be deducted from it. Ms. Joyner protested the fee. No refund check has been delivered to Ms. Joyner, nor has the promised work been performed on her house.

#### **Experiences of Steven Lynch, Fayetteville, NC**

17. Steven Lynch is a resident of Fayetteville, NC. As shown by his attached affidavit, Plaintiff's Exhibit 5, in July of 2012 Mr. Lynch entered into a contract with defendant GBS to work with his insurance company and to perform any roofing repairs that were authorized. The insurance company paid Mr. Lynch's roof damage claim and he turned approximately 50% of that payment, \$3,331.17, over to defendant GBS. No work was performed and his calls to the company seeking help went unanswered, except for one conversation that he had with a woman who identified herself as defendant Brian William Smith's secretary. The woman promised that his work would begin the following week. To date, no work has been performed by defendants on Mr. Lynch's roof.

#### **Experiences of Other North Carolina Home Owners**

18. In addition to those of the home owners listed above, the Attorney General's Office has received seven written complaints from other North Carolina home owners who have experienced similar treatment at the hands of defendants. Copies of those written complaints, with sensitive financial information redacted, are attached as Plaintiff's Exhibits 7 through 13.

### **Observations of Former Employee Jim Davis**

19. Attached to this complaint as Plaintiff's Exhibit 6, is the affidavit of Jim Davis, one of defendant Brian William Smith's employees. According to Davis, the above alleged practices of defendants were neither isolated nor inadvertent.

20. As plaintiff's exhibits reflect, none of the defendants' contracts with North Carolina home owners have attached to them properly filled-out notice of cancellation forms, as required in all off-premises sales by N.C. Gen. Stat. § 14-401(13). In addition, the transactions set forth in those contracts appear to be contingent upon events occurring several days subsequent to the signing of those contracts, specifically the approval of a home owner's claim by their insurance company. The home owner's three-day statutory right to reconsider the contract and cancel it is effectively negated by that language.

21. Defendants and their representatives regularly fail to advise customers verbally of their unconditional rights to cancel their transactions within three days.

22. Defendants' above alleged acts, practices, representations and omissions have been in and affecting commerce in North Carolina and have had a substantial and negative impact thereon.

23. Defendants have perpetrated the above alleged acts, practices, representations and omissions upon North Carolina home owners knowingly and intentionally.

#### **CLAIM FOR RELIEF: UNFAIR AND DECEPTIVE TRADE PRACTICES;** **N.C. GEN. STAT. § 75-1.1.**

24. Plaintiff incorporates herein by reference paragraphs one through twenty-three, above, and alleges further that each of the defendants' aforesaid acts, practices, representations and omissions violate the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, et seq. Plaintiff is therefore entitled to the relief requested below.

**REQUEST FOR TEMPORARY RESTRAINING ORDER UNDER N.C.G.S. §75-14**

As established by this Complaint, the attached affidavits of some of defendants' North Carolina customers, and the attached consumer complaints, defendants' above alleged practices, misrepresentations and omissions are ongoing and illegal. Plaintiff respectfully asks the Court to issue a Temporary Restraining Order against defendants under N.C. Gen. Stat. § 75-14 so that additional harm to the public and further violations of state law might be prevented while this action is pending.

**WHEREFORE, PLAINTIFF PRAYS THE COURT** for the following relief:

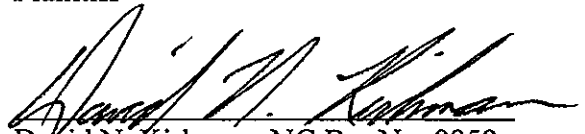
- a. That defendants, together with their agents, employees, representatives, successors and assigns, be temporarily restrained under N.C. Gen. Stat. § 75-14 from performing or offering to perform residential roof repair work for North Carolina home owners or, in the alternative, collecting money from home owners for home improvement or repair jobs until all work contracted for has been performed in a workmanlike manner;
- b. That the Court schedule a hearing within ten days to determine whether the Temporary Restraining Order, or some reasonable modification thereof, should not be continued in the form of a Preliminary Injunction pending the final adjudication of this cause;
- c. That, upon final adjudication of this cause, the terms of the Preliminary Injunction continue in the form of a Permanent Injunction, pursuant to N.C.G.S. § 75-14;
- d. That plaintiff recover civil penalties of \$5000.00 from defendants for each Unfair and Deceptive Trade Practice found by the Court, pursuant to N.C. Gen. Stat. § 75-15.2;
- e. That all of defendants' North Carolina contracts for roofing repair services be cancelled and that defendants be ordered to return all funds to purchasers of their services, pursuant to N.C. Gen. Stat. §§ 75-14 and 75-15.1;

- f. That defendants be ordered to reimburse plaintiff for its attorneys fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;
- g. That the costs of this action be taxed to defendants; and
- h. That plaintiff be granted such other and further relief as to the Court seems just and appropriate.

This the 22<sup>nd</sup> day of April, 2014.

STATE OF NORTH CAROLINA, ex rel.  
ROY COOPER, ATTORNEY GENERAL,  
Plaintiff

By:



David N. Kirkman, NC Bar No. 8858  
Special Deputy Attorney General  
Consumer Protection Division  
North Carolina Department of Justice  
114 West Edenton Street  
P.O. Box 629  
Raleigh, NC 27602-9001  
Tel. 919-716-6033  
Fax No. 919-716-6050  
[dkirkman@ncdoj.gov](mailto:dkirkman@ncdoj.gov)



**STATE OF NORTH CAROLINA**

**COUNTY OF JOHNSTON**

**AFFIDAVIT OF LARRY PRICE**

I, Larry Price, being first sworn, do hereby depose and say:

1. I am 76 years of age and reside at 9570 Applewhite Rd., Wendell, NC 27591.
2. On November 08, 2013 I signed a contract with Eagle Roofing and Restoration, 109 Salem Town Ct., Apex, NC 27502, after Wayne Richardson, a longtime friend of my wife and me had stopped by, checked our roof and said we really needed a new roof. Wayne was a salesman for Eagle Roofing. Wayne said he would return after our insurance adjuster came out and checked the roof. A true and accurate copy of the contract is attached and marked Exhibit 1.
3. On November 22, 2013, I received a check from my insurance company in the amount of \$8,053.13. A redacted copy of the check is attached and marked Exhibit 2.
4. On November 26, 2013, Wayne stopped at the house and told me that I had to pay one half of the total roofing job up front for the materials needed to do the job. I didn't like paying that much up front but felt that if this was the way they did business I couldn't say no. I gave Wayne Richardson a check made payable to Eagle Roofing and Restoration in the amount of \$4,026.00. Wayne told me they would start the job in a week or two. Wayne gave me a handwritten receipt and told me they would start the job in a week or two. True and accurate copies of the check (redacted) and receipt are attached and marked Exhibit 3 and Exhibit 3(a), respectively.
5. On December 09, 2013, I had not heard from or seen anyone from Eagle Roofing. I called them and was told they were running behind due to the bad, rainy weather; however they should be out before Christmas.



6. On December 17, 2013, I called Eagle Roofing again, this time speaking with a Mr. Smith. Mr. Smith told me that we were the next ones on the list to start the week after Christmas. That week came and went with no one coming to do our roof.

7. On January 10, 2014, I called Eagle Roofing and left a voice message for someone to call me. No one returned my call.

8. During the weeks of January 13<sup>th</sup> thru 31<sup>st</sup>, I called Eagle Roofing multiple times leaving voice messages for someone to call me. No one did.

9. On February 03, 2014, I called Eagle Roofing and spoke with a woman who said Mr. Smith was not in the office but would be back the next day sometime around 10:00 or 10:30 and that she would have him call me. My wife and I discussed this situation and felt that something bad was going on and decided to call back and cancel the contract. I spoke to the same lady and was told that we could cancel the contract but would be charged a 25% penalty. I told her to tell Mr. Smith to not deliver any materials and have him call me to discuss this problem. She stated she would have him call me.

10. I have called Eagle Roofing every day since then asking for someone to call me. To date I have not received any phone calls from anyone with Eagle Roofing and Restoration.

11. I called Wayne Richardson and told him what was going on. Wayne told me that he didn't know what was happening and he and other salesman have not been paid in over two months. Wayne suggested I call the Attorney General's Office which I did.

12. Eagle Roofing's delays and excuses for those delays, and the lack of communication on their part to contact us, are the reasons why my wife I decided to cancel the contract with them. I feel that this company has defrauded us out of our money and are not due the 25% penalty fee they claim is due them.

13. I would like Eagle Roofing to repay me the \$4,026.00 we paid them.

Larry Price

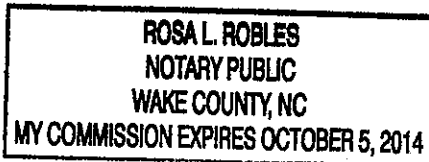
Larry Price

Sworn to and subscribed before me

This the 6th day of March, 2014

Rosa L. Robles  
(Notary Public)

My commission expires: 10/5/2014



109 Salem Towne Court  
Apex, NC 27502  
919 363 3575 office  
919 363 8322 fax



Eagle Roofing & Restoration LLC  
www.eagleroofingpro.com  
sales@eagleroofingpro.com

Wayne  
919-500-3577

THIS RESIDENTIAL/COMMERCIAL CONTRACT IS MADE EFFECTIVE THE 14th DAY OF November, 2013 BY AND BETWEEN: Property owner(s)  
Name(s) Larry White and Eagle Roofing & Restoration LLC.  
Address 2501 Applewhite Rd, Wakefield, NC 27591  
Telephone Numbers: Home 919-363-7751 Work \_\_\_\_\_

INSTALL 20 25 30 40 50 YEAR

	SQUARES	MANUFACTURER	STYLE	COLOR
INSTALL FLAT ROOF	<u>32.7 sq.</u>	<u>Tamko</u>	<u>3-Tab</u>	<u>Rustic Black</u>
INSTALL METAL ROOF	SQUARES	MANUFACTURER	STYLE	COLOR
	SQUARES	MANUFACTURER	STYLE	COLOR

STRIP OFF ☒ LAYER(S) OF ROOFING/ PREPARE THE EXISTING DECK FOR THE ROOF INSTALLATION. DECKING IS REPLACED AT \$50 PER SHEET.  
INSTALL A ☒ LB FELT BASE/ INSTALL A \_\_\_\_\_ LB BASE SHEET (COMMERCIAL)/ HOT MOP (COMMERCIAL)  
REPLACE ALL PLUMBING STACKS/HEATER VENTS/FURNACE VENTS/FLASHING (IF REQUIRED) AS NEEDED.  
INSTALL \_\_\_\_\_ LF RIDGE VENT AT \$6.50 PER FOOT OR REPLACE IF EXISTING. REMOVE OUTSIDE DEBRIS AND ROLL YARD WITH MAGNETIC SWEEPER.  
INSTALL \_\_\_\_\_ LF OF VALLEY METAL AT \$3.50 PER LF / INSTALL \_\_\_\_\_ LF OF ICE AND WATER AT \$3.00 PER FT.  
INSTALL \_\_\_\_\_ LF OF FASCIA AT \$6.00 PER FOOT

INTERIOR REPAIRS \_\_\_\_\_ MOLD REMEDIATION \_\_\_\_\_ GUTTERS \_\_\_\_\_ SIDING \_\_\_\_\_ WINDOWS \_\_\_\_\_ PAINTING \_\_\_\_\_ OTHER \_\_\_\_\_

ADDITIONAL Install New Ceilings In Bedroom 2 Hallway, Bathroom AND DEN. DO ALL SHEET ROCK WORK ON INSURANCE SCOPE.

Standard Warranty: 5 year labor and leak warranty on workmanship. Additional warranties are available from manufacturer.  
30 YEAR LABOR WARRANTY WITH TAMKO PROLY TRANSFERABLE (INCLUDES ICE AND WATER SHIELD IN VALLEYS AND PERIMETER, RIDGE VENTILATION, AND SHADOW RIDGE. TOTAL PRICE FOR UPGRADE IS BASED UPON SIZE OF ROOF, AMOUNT OF VALLEYS AND RIDGE VENTILATION NEEDED.  
Deposit \$4,026 AND Balance at completion of Job Balance \$5,026.00

INSURANCE COMPANY ARM I USA POLICY NUMBER HP CLAIM NUMBER HP 6117819

SUB TOTAL: THE PRICE ON THE INSURANCE COMPANIES ESTIMATE. GRAND TOTAL: based on insurance companies estimate plus deductible Work to be performed: defined by the insurance companies estimate.

#### AUTHORIZATION AND ASSIGNMENT OF BENEFITS

Eagle Roofing is a general contractor and will prepare an estimate for the insurance company (if necessary) and submit any change orders. This is a legal binding contract and you as the customer agree to let us perform the work for the amount of money the insurance company has allotted and fully understand and agree you have been explained by the representative what the insurance company's estimate is and that you are fully responsible for the deductible. Contract is contingent on the insurance company paying for the roof, gutters, or any other storm related damage interior or exterior and will be void if the insurance company denies the claim. Your out of pocket expenses cannot exceed your deductible unless agreed upon in writing. You agree to give Eagle a copy of your insurance scope of loss estimate. You also agree to let your mortgage lender give information to Eagle regarding payment to contractor regarding your payment for your insurance claim if your check is made out to your mortgage company. I authorize my insurance company to make insurance checks payable to me and Eagle Roofing and I authorize Eagle to sign my name on any insurance drafts.

PAYMENT: Eagle will bill you in the following stages: 50% of job total to be given upon receipt of first insurance draft to be no later than 5 business days after received. 30% after delivery of materials and 20% after work is complete. \*\* General Contractor rebuilds will be billed differently after inspections\*\* should you default in any payments pursuant to this contract, interest shall accrue from the date payment is due at the maximum rate permitted under North Carolina law. If Eagle is compelled to institute collection proceedings, reasonable attorney fees, cost, and expenses connected with such action shall be borne to You, including appellate level fees and cost in the county of Wake, North Carolina.

Eagle is not responsible for any hidden conditions including but not limited to, rotten wood beneath the roof, termite damage, pre-existing latent defects and remediation of said defects. Eagle is not responsible for acts of nature regarding standard labor warranty. Any wind event of 65 MPH or more will result in the warranty being transferred to the manufacturer and will not be the responsibility of Eagle Roofing & Restoration LLC.

You will be responsible for a 25% cancellation fee if you will not allow us to perform the work if you decide you would not want Eagle to perform the work. You have 3 days to cancel this contract under North Carolina State Law. AW Initials

You may cancel this contract, without penalty or obligation within "three business days" from the above date. To cancel this transaction, please notify the seller in writing by fax or by mail within three business days.

Sales Estimator Timothy Richardson Signature \_\_\_\_\_

Owner or Authorized Agent Larry White Signature \_\_\_\_\_

EXHIBIT

1

Price

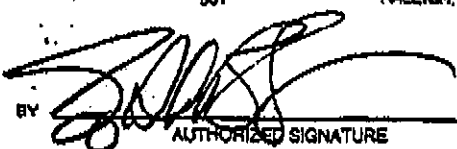
## Deposit Slip Detail

Print

Deposit Date 11/26/2013  
Deposit Amount \$8,053.13


Item #	Account #	Check #	Amount
1	XXXXXX	2398002	\$8,053.13

The face of this document is printed with burgundy ink. Hold check up to light to view watermark.

<b>FARM BUREAU</b> INSURANCE	<b>N.C. FARM BUREAU MUTUAL INSURANCE COMPANY</b> P.O. BOX 27427 RALEIGH, NC 27611-7427	Policy Number FB 1055000	Check No. 2398002
		Date of Issue 09/01/2013	Check Date 11/22/2013
PAY EIGHT THOUSAND FIFTY THREE AND 13/100 DOLLARS		Check Amount \$8,053.13	
TO THE ORDER OF LARRY GENE PRICE -AND- OTHELL H PRICE -AND- WELLS FARGO BANK		0630 FIRST CITIZENS BANK & TRUST 531 RALEIGH, N.C.	
FOR WIND		BY  AUTHORIZED SIGNATURE	

This document contains the following security features:

Feature Micro-printed embossed text Safety Vest feature Watermark - Hold up to light to view Fictional Address on back	Result of inspection including Absence of any words or characters in the Safety Vest feature The word "NOT" appears in embossed Absence of "Overleaf" symbol Microprint No changes when held from properly. Counterfeiters Additional features are also included
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WARRANTIES ON REPRESENTATIONS  
WELLS FARGO BANK, N.A.  
BY   
OTHELL H. PRICE



# View Check Copy

Print

Check Number 95  
Date Posted 11/26/2013  
Check Amount \$4,026.00

Larry G. Price  
Dthe H. Price  
9570 Applewhite Rd.  
Wendell, N.C. 27591

095

11-26-13

66-21/530 10508

Pay to the  
Order of

Eagle Roofing + Restoration LLC \$4026.00

Four Thousand Twenty-Six + 00/100

Dollars



Security  
Features  
Details on  
Back



Wells Fargo Bank, N.A.  
North Carolina  
wellsfargo.com

Larry G. Price

For deposit paid on roofing

Dthe H. Price



20131125 0

Eagle Roofing +  
Restoration

EXHIBIT

3

Price

TOTAL Job

\$ 8053.13 Insurance  
1000.00 Deductible Paid By Policy Holder

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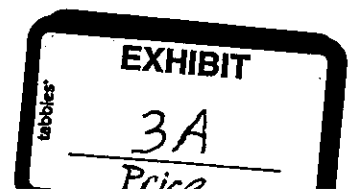
\$ 9053.13 Total Cost

\$ 4026.00 Deposit Paid By Customer  
Balance At Completion  
And satisfaction of Job

Received from Larry Price # 095  
For \$ 4026.00 ON 1/26/13

Wayne Richardson

Representative



STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

AFFIDAVIT OF CHERI SOMMER

I, Cheri Sommer, being first sworn, do hereby depose and say:

1. I live at 3953 Halifax Rd., Wilmington, North Carolina and am co-owner of this property with Donald Wayne Scribner.
2. On May 16, 2012 a representative of GBS Roofing came into my yard stating he had looked at our neighbor's roof because there was storm damage to it and stated it appeared that our roof was damaged also. I told this gentleman I would call our insurance company.
3. On June 19, 2012, our insurance company sent an adjuster to my house and confirmed there was damage and we needed a new roof due to the storm damage.
4. We contacted GBS Roofing requesting a formal bid regarding what work needed to be performed and advised them we were obtaining additional bids. The GBS representative, John DeMatteo, began pressuring us stating that Donald had already signed a contract on May 16, 2012. Donald did sign a contract with them on that date. A true and accurate copy of the contract is attached and marked as Exhibit 1.
5. We requested a copy of their General Contractor's License and copy of their Liability Insurance, which they did send after several weeks along with a bid. True and accurate copies of the Contractor's License and Certificate of Liability Insurance are attached and marked as Exhibits 2 and 3. The company said they would do the work per the insurer's statement.
6. On August 20, 2012, I gave GBS Roofing a check for \$5,000.00 as a deposit for the exterior work to be done, which was more than 50% of the total cost to do the job. A true and accurate copy of check number 195 in the amount of \$5,000.00 made payable to GBS Roofing is attached and marked as Exhibit 4.
7. Several weeks went by after giving them the check with no work or materials delivered to our home. I made several telephone calls to the company and was informed that the materials would be dropped off if we could pay \$1,500.00 more when the distributor showed up. I told them we would not pay anything further until the work was completed. We have made several attempts to contact them and get them to commit to doing the job since this time with no results. They have since closed their Wilmington Office.
8. October 08, 2012, I sent an email to Patrick Adams, who had been a representative with GBS, requesting someone contact us to do our job. I received a reply from him stating he no longer worked with the company and was told by Brian Smith that he could not talk to any current customers. I also sent emails to jsmventures, Brian Smith and johnd@gsroofing requesting the





same information. The last email was dated October 18, 2012 telling them we were taking legal action. True and accurate copies of the emails are attached and marked as Exhibits 5 and 6.

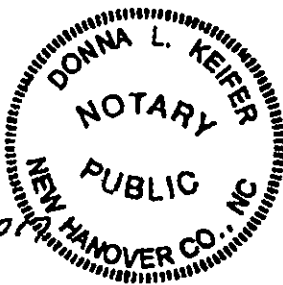
8. We contacted the Wilmington Police Department and filed a police report with them, report number 2012-044716, but to date they have been unable to do anything for us.
9. I learned that our neighbor had the same problem as we did and initially had given GBS their entire ACV Insurance Check. They were able to recover all but 25% back after GBS made them sign a release waiver. My neighbors had to drive to Sanford, NC to get their check.
10. We had filed a claim against GBS's insurance company, Northland Insurance. January 18, 2013 we received a letter from them stating they determined there was no coverage available under their insured's commercial general liability policy for the damages we incurred. The letter was signed by Barbara Forry. A true and accurate copy of the letter is attached and marked as Exhibits 7 and 8.
11. May 02, 2013, I received an email from investigator James Grier with the Attorney General's Consumer Protection Division asking if we had been contacted by GBS and had our complaint been resolved. I replied back that we had not heard from them and that the work was not completed by them. We had to hire another contractor to do the work. True and accurate copies of these emails are attached and marked as Exhibits 9 and 10.

Sworn to and subscribed before me

This the 23 day of August 2013

  
Notary Public

My Commission Expires: 01/02/2014



  
Chen Sommer



Corporate Office  
313 Green Street  
Sanford, NC 27330  
Office: 919 718 5155  
Fax: 919 718 0097



311 Judges Rd Suite 11E  
Wilmington, NC 28405  
Office: 910 392 1688  
Fax: 919 718 0097

561-317-5180

THIS RESIDENTIAL/COMMERCIAL CONTRACT IS MADE EFFECTIVE THE 16 DAY OF May, 201 2 BY AND BETWEEN: Property owner(s)  
Name(s) Donald Scribner  
Address 2952 Halifax Rd Wilmington NC 28403  
Telephone Numbers: Home Cheri Summers (910) 777-6819 Work (910) 617 6938 (Customer or You), and GBS Roofing & Restoration LLC.

INSTALL 20 25 30 40 50 YEAR	SQUARES	MANUFACTURER	STYLE	COLOR
INSTALL FLAT ROOF				
INSTALL METAL ROOF				

STRIP OFF \_\_\_\_\_ LAYER(S) OF ROOFING/ PREPARE THE EXISTING DECK FOR THE ROOF INSTALLATION. DECKING IS REPLACED AT \$50 PER SHEET.  
INSTALL A \_\_\_\_\_ LB FELT BASE/ INSTALL A \_\_\_\_\_ LB BASE SHEET (COMMERCIAL)/ HOT MOP (COMMERCIAL)  
REPLACE ALL PLUMBING STACKS/ HEATER VENTS/ FURNACE VENTS/ FLASHING (IF REQUIRED) AS NEEDED.  
INSTALL \_\_\_\_\_ LF RIDGE VENT AT \$6.50 PER FOOT OR REPLACE IF EXISTING. REMOVE OUTSIDE DEBRIS AND ROLL YARD WITH MAGNETIC SWEEPER.  
INSTALL \_\_\_\_\_ LF OF VALLEY METAL AT \$3.50 PER LF / INSTALL \_\_\_\_\_ LF OF ICE AND WATER AT \$3.00 PER FT.  
INSTALL \_\_\_\_\_ LF OF FASCIA AT \$6.00 PER FOOT

☒ INTERIOR REPAIRS ☐ MOLD REMEDIATION ☐ GUTTERS ☐ SIDING ☐ WINDOWS ☐ PAINTING ☐ OTHER \_\_\_\_\_

ADDITIONAL Wind damage to roof 20x24 Room Bedroom

Standard Warranty: 5 year labor and leak warranty on workmanship. Additional warranties are available from manufacturer.

30-YEAR LABOR WARRANTY WITH TAMKO FULLY TRANSFERABLE (INCLUDES ICE AND WATER SHIELD IN VALLEYS AND PERMITER, RIDGE VENTILATION, AND SHADOW RIDGE. TOTAL PRICE FOR UPGRADE IS BASED UPON SIZE OF ROOF, AMOUNT OF VALLEYS AND RIDGE VENTILATION NEEDED.

Kitchen - Interior water intrusion 14x14 12x15

INSURANCE COMPANY NCJVA POLICY NUMBER HW440014617 CLAIM NUMBER \_\_\_\_\_

**SUB TOTAL: THE PRICE ON THE INSURANCE COMPANIES ESTIMATE. GRAND TOTAL OR ESTIMATED AMOUNT OF REPAIRS**

#### AUTHORIZATION AND ASSIGNMENT OF BENEFITS

GBS is a general contractor and will prepare an estimate for the insurance company (if necessary) and submit any change orders. This is a legal binding contract and you as the customer agree to let us perform the work for the amount of money the insurance company has allotted and fully understand and agree you have been explained by the representative what the insurance company's estimate is and that you are fully responsible for the deductible. Contract is contingent of the insurance company paying for the roof, gutters, or any other storm related damage interior or exterior and will be void if the insurance company denies the claim. Your out of pocket expenses cannot exceed your deductible unless agreed upon in writing. You agree to give GBS a copy of your insurance scope of loss estimate. You also agree to let your mortgage lender give information to GBS regarding payment to contractor regarding your payment for your insurance claim. If your checks made out to your mortgage company. I authorize my insurance company to make insurance checks payable to me and GBS Roofing and I authorize GBS to sign my name on any insurance drafts.

PAYMENT: GBS will bill you in the following stages: 50% of job total to be given upon receipt of first insurance draft to be no later than 5 business days after received. 50% after work is complete. \*\* General Contractor rebuilds will be billed differently after inspections \*\* Should you default in any payments pursuant to this contract, interest shall accrue from the date payment is due at the maximum rate permitted under North Carolina law. If GBS is compelled to institute collection proceedings, reasonable attorney fees, cost, and expenses connected with such action shall be borne to You, including appellate level fees and cost in the county of LEB, North Carolina.

GBS is not responsible for any hidden conditions including but not limited to, rotten wood beneath the roof, termite damage, pre-existing latent defects and remediation of said defects. GBS is not responsible for acts of nature regarding standard labor warranty. Any wind event of 65 MPH or more will result in the warranty being transferred to the manufacturer and will not be the responsibility of GBS Roofing & Restoration LLC.

You will be responsible for a 25% cancellation fee if you will not allow us to perform the work if you decide you would not want GBS to perform the work. You have 3 days to cancel this contract under North Carolina State Law. RWS Initials

You may cancel this transaction, without any penalty or obligation, within "three business days" from the above date. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument

Fax: 919 718 0097

www.gbsroofingnow.com

General Contractor License # 65556

561-317-5180

THIS RESIDENTIAL/COMMERCIAL CONTRACT IS MADE EFFECTIVE THE 16 DAY OF May, 2012 BY AND BETWEEN: Property owner(s)

Name(s) Donald Scribner

Address 2953 Hallifax Rd Wilmington NC 28403

Telephone Numbers: Home 910 777-6879 Work (910) 617-6938 (Customer or You), and GBS Roofing & Restoration LLC.

INSTALL 20 25 30 40 50 YEAR

SQUARES MANUFACTURER STYLE COLOR

INSTALL FLAT ROOF

SQUARES MANUFACTURER STYLE COLOR

INSTALL METAL ROOF

SQUARES MANUFACTURER STYLE COLOR

STRIP OFF LAYER(S) OF ROOFING/PREPARE THE EXISTING DECK FOR THE ROOF INSTALLATION. DECKING IS REPLACED AT \$50 PER SHEET.

INSTALL A LB FELT BASE/INSTALL A LB BASE SHEET (COMMERCIAL)/HOT MOP (COMMERCIAL)

REPLACE ALL PLUMBING STACKS/HEATER VENTS/FURNACE VENTS/FLASHING (IF REQUIRED) AS NEEDED.

INSTALL LF RIDGE VENT AT \$6.50 PER FOOT OR REPLACE IF EXISTING. REMOVE OUTSIDE DEBRIS AND ROLL YARD WITH MAGNETIC SWEEPER.

INSTALL LF OF VALLEY METAL AT \$3.50 PER LF/INSTALL LF OF ICE AND WATER AT \$3.00 PER FT.

INSTALL LF OF FASCIA AT \$6.00 PER FOOT

☒ INTERIOR REPAIRS ☐ MOLD REMEDIATION ☐ GUTTERS ☐ SIDING ☐ WINDOWS ☐ PAINTING ☐ OTHER

ADDITIONAL Wind damage to roof

Standard Warranty: 5 year labor and leak warranty on workmanship. Additional warranties are available from manufacturer.

30 YEAR LABOR WARRANTY WITH TAMKO FULLY TRANSFERABLE (INCLUDES ICE AND WATER SHIELD IN VALLEYS AND PERMITTER RIDGE VENTILATION, AND SHADOW RIDGE. TOTAL PRICE FOR UPGRADE IS BASED UPON SIZE OF ROOF, AMOUNT OF VALLEYS AND RIDGE VENTILATION NEEDED.

Kitchen - Interior water intrusion 14x14 12x15

INSURANCE COMPANY NCJVA POLICY NUMBER HW440014627 CLAIM NUMBER

SUB TOTAL THE PRICE ON THE INSURANCE COMPANIES ESTIMATE. GRAND TOTAL OR ESTIMATED AMOUNT OF REPAIRS

#### AUTHORIZATION AND ASSIGNMENT OF BENEFITS

GBS is a general contractor and will prepare an estimate for the insurance company (if necessary) and submit any change orders. This is a legal binding contract and you as the customer agree to let us perform the work for the amount of money the insurance company has allotted and fully understand and agree you have been explained by the representative what the insurance company's estimate is and that you are fully responsible for the deductible. Contract is contingent of the insurance company paying for the roof, gutters, or any other storm related damage interior or exterior and will be void if the insurance company denies the claim. Your out of pocket expenses cannot exceed your deductible unless agreed upon in writing. You agree to give GBS a copy of your insurance, scope of loss estimate. You also agree to let your mortgage lender give information to GBS regarding payment to contractor regarding your payment for your insurance claim. If your check is made out to your mortgage company, I authorize my insurance company to make insurance checks payable to me and GBS Roofing and I authorize GBS to sign my name on any insurance drafts.

PAYMENT: GBS will bill you in the following stages: 50% of job total to be given upon receipt of first insurance draft to be no later than 5 business days after received. 50% after work is complete. General Contractor rebuilds will be billed differently after inspections. Should you default in any payments pursuant to this contract, interest shall accrue from the date payment is due at the maximum rate permitted under North Carolina law. If GBS is compelled to institute collection proceedings, reasonable attorney fees, cost, and expenses connected with such action shall be borne to You, including appellate level fees and cost in the county of LEE, North Carolina.

GBS is not responsible for any hidden conditions including but not limited to, rotten wood beneath the roof, termite damage, pre-existing latent defects and remediation of said defects. GBS is not responsible for acts of nature regarding standard labor warranty. Any wind event of 65 MPH or more will result in the warranty being transferred to the manufacturer and will not be the responsibility of GBS Roofing & Restoration LLC.

You will be responsible for a 25% cancellation fee if you will not allow us to perform the work if you decide you would not want GBS to perform the work. You have 3 days to cancel this contract under North Carolina State Law. Initials XMS

You may cancel this transaction, without any penalty or obligation, within "three business days" from the above date. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of goods at the seller's expense and risk.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice or send a fax to 919 718 0097

Sales Representative John DeM... 4400 Signature [Signature] Date 5/16/12

Owner or Authorized Agent Donald Scribner Signature [Signature] Date 5/16/12

EXHIBIT

Licence Year

2012

Licence No.

71943

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

GBS Roofing & Restoration LLC  
Sanford, NC

is duly registered and entitled to practice

## General Contracting

Limitation: Limited  
Classification: Building

until

December 31, 2012

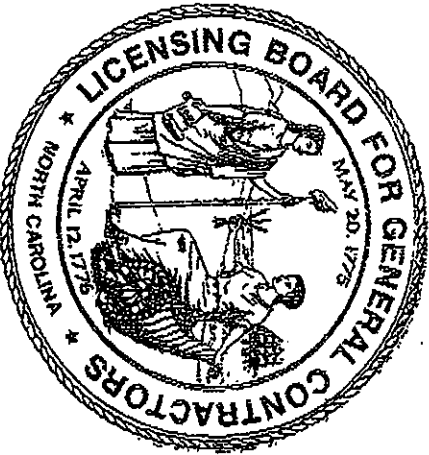
when this Certificate expires.


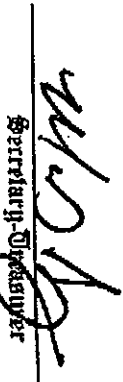
Witness our hands and seal of the Board.

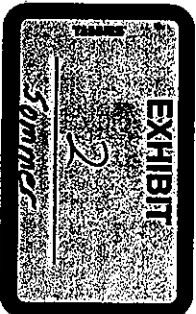
Dated, Raleigh, N.C.

May 18, 2012

This certificate may not be altered.



  
Chairman  
  
Secretary-Treasurer





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TR

DATE (MM/DD/YYYY)

03/23/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Payne Insurance Services PO Box 1705 Sanford, NC 27331 Terri L. Roberge		919-718-0416 919-718-0683	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GBSRO-1	<b>FAX (A/C, No):</b>
<b>INSURED</b> GBS Roofing, LLC Brian Smith 313 Green Street Sanford, NC 27330		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Northland Insurance Company INSURER B: The Hartford INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		WS138006	12/07/11	12/07/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		No Coverage			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	6S60UB4955P95	12/07/11	12/07/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Roofing Contractor

## CERTIFICATE HOLDER

## CANCELLATION

Signature: <i>Terri Roberge</i> 919-718-0416 04/16	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terri L. Roberge <i>Terri Roberge</i>
--	--



Welcome, Cheri Sommer | Profile | Messages | Alerts | Sign Off

Help?

Overview Accounts Transfers Pay Bills Customer Service

## Checking -

Available Balance: \$649.45 | [Edit Nickname](#)[Select a Different Account](#)

I Want to ...

[View or Print My Statement](#)[Set Up Account Alerts](#)[Search For a Transaction](#)[Download My Transactions](#)[More Topics >](#)

Summary Transactions Statements Alerts

[View All](#) | [Search](#) | [Download](#) | [Printer-Friendly Version](#)

Posted Date: 08/21/2012  
 Transaction Date: 08/21/2012  
 Description: CHECK #195  
 Debit: \$5,000.00  
 Check Number: 195

08-16/12  
 CHERI SOMMER  
 8833 HALIFAX RD.  
 WILMINGTON, NC 28403  
 Date 8/20/12  
 195  
 Pay to the order of GBS Roofing \$5000.00  
Five Thousand & No/100  
 SUNTRUST  
 ADRIAN G. SOMMER

ENDORSE HERE  
 PAY TO THE ORDER OF  
 FIRST BANK  
 FOR DEPOSIT ONLY  
 GBS ROOFING & RESTORATION LLC  
 88101559  
 DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
 RETURN TO BANK

[Return to Transactions List](#)
[suntrust.com](#) | [Online Service Agreement](#) | [Bill Pay Guarantee](#) | [Privacy, Security & Fraud](#)

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 Live Solid. Bank Solid. is a service mark of SunTrust Banks, Inc. • SunTrust Bank, Member FDIC, Equal Housing Lender

## Securities and Insurance Products and Services:

• Are Not Bank Guaranteed • Are not FDIC or any other Government Agency Insured • May Lose Value

Services provided by the following affiliates of SunTrust Banks, Inc.: Banking and trust products (including checking accounts) and services are provided by SunTrust Bank. Securities, insurance and other investment services (including Brokerage accounts) are offered by SunTrust Investment Services, Inc., a SEC registered investment adviser and broker/dealer and a member of the FINRA and SIPC.



On Mon, Oct 8, 2012 at 9:28 PM, <csommer1@ec.rr.com> wrote:  
Patrick:

Not sure who is in control of GBS Roofing, but we need to hear from someone regarding our roof and interior work. We are continually receiving notices from the insurance carrier and mortgagee about this outstanding work and can not give them updates. At this point, you guys are leaving us no other choice then to contact our insurers, the Department of Insurance and the Attorney General regarding your lack of response and yet you have receipt of insurance monies.

We need to be contacted before the close of business tomorrow 10/09/12 or we will take the necessary action to get our funds returned and contract this work through another contractor.

Please contact us immediately 910-465-4443

Thank you,  
Donald "Wayne" Scribner,  
Cheri Sommer and



*last week  
more excuses*

Date: Thursday, October 18, 2012 7:33 PM  
 From: csommer1@ec.rr.com  
 To: jsmventures <jsmventures@aol.com>, Brian S <briansmith@gsroofingnow.com>  
 Subject: Fwd: Fwd: Re: Re: Roofing Schedule - claim#08845885 Donald W Scribner and Cheri J Sommer

Ok we have received promises that have not been kept and You have failed to return phone calls. RE: Sommer and Andrews Roofing Contracts and monies that you have received for both. We

We are through with GBS Roofing... We will be taking legal action...

Donald "Wayne" Scribner,  
 Cheri Sommer and Louis Andrews

--- Forwarded Message ---

Date: Wednesday, October 10, 2012 5:43 PM  
 From: csommer1@ec.rr.com  
 To: jsmventures <jsmventures@aol.com>, Brian S <briansmith@gsroofingnow.com>, johnd <johnd@gsroofingnow.com>  
 Subject: Fwd: Re: Re: Roofing Schedule - claim#08845885 Donald W Scribner and Cheri J Sommer

Ok who is responsible at this time and can give us an update regarding getting this work completed. We expect to hear shortly or we will take the necessary action to see that our funds are returned and a more responsive contracted hired.

Your attention to this matter is overdue,  
 Donald "Wayne" Scribner and  
 Cheri Sommer

--- Forwarded Message ---

Date: Tuesday, October 9, 2012 10:51 AM  
 From: Patrick Adams <patrickjadams211@gmail.com>  
 To: csommer1@ec.rr.com  
 Cc: jsmventures <jsmventures@aol.com>, Brian S <briansmith@gsroofingnow.com>, johnd <johnd@gsroofingnow.com>  
 Subject: Re: Re: Roofing Schedule - claim#08845885 Donald W Scribner and Cheri J Sommer

Cheri & Wayne,

I am sorry to hear that you are having trouble with GBS. I have not been working with them for about a month. When I left the organization I was under instructions to not make contact with current customers per the request of Brian Smith, the owner. That is why I have responded to your e-mails since.

It is my understanding that John Mathieu is the current manager at the Wilmington branch office. His cell number is 321-289-1241. The Sanford office number is 919-718-5155. Brian Smith's cell phone is 678-350-4762. I am also copying both of them on this e-mail.

Good luck,  
 Patrick

*ackling  
 Candace*

*Mailbox Full*

**EXHIBIT**

tabbies

6

Sommer





385 Washington St.  
Mail Code SB03 N  
St. Paul, MN 55102

January 18, 2013

Ms. Sherri Summer and  
Mr. Donald Scribner  
3953 Halifax Rd  
Wilmington, NC 28403

Re:           Our Insured:       GBS Roofing, LLC.  
              Our Claim Number: 23 WS138006-02  
              Date of Loss:     August 20, 2012  
              Claimants:       Ms. Sherri Summer and  
                                     Mr. Donald Scribner

Dear Ms. Summer and Mr. Scribner:

This will acknowledge your claim against GBS Roofing, LLC.

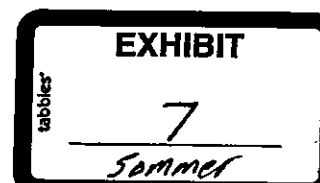
Please be advised that we have completed our investigation into the incident of August 20, 2012. We have determined that there is no coverage available under our insured's commercial general liability policy for the damages you incurred. Therefore, we are unable to handle this matter on behalf of GBS Roofing, LLC, and we must respectfully deny your claim.

If you have any new information you feel may affect our decision to deny this claim please contact me at 800-328-5972, extension 04099.

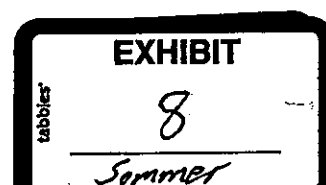
Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Forry", is written over the typed name.

Barbara Forry  
Northland Insurance Company  
385 Washington St. SB03 N  
St. Paul, Mn 55102  
800-328-5972 ext 04099  
866-353-2446 (fax)  
[bforry@northlandins.com](mailto:bforry@northlandins.com)



cc: Johnson & Johnson, Inc., Mgrs  
200 Wingo Way Suite 200  
Mt Pleasant, SC 29464



**Grier, jim**

---

**From:** Cheri Sommer <csommer@hwwells.com>  
**Sent:** Thursday, May 02, 2013 1:14 PM  
**To:** Grier, jim  
**Subject:** RE: GBS Roofing

Investigator Grier:

Per my voice message we have not heard from GBS Roofing and our roofing job was not completed by them. We are completely perplexed how anyone can be allowed to operate in this fashion. They came into my home and took money for promised services that they did not perform. Is that not theft, and why it is not criminal?

We did have to contract with another roofer because our insurance carrier and mortgage company required the damages be repair before the new Hurricane season and to prevent additional storm damage. We would like to know if they responded to your letter in April and what they stated they were going to do.

Thank you for your assistance,



**Cheri Sommer** | Commercial Division Director  
**Harold W. Wells & Son, Inc.**  
Tradition with Vision  
[www.hwwells.com](http://www.hwwells.com) | [csommer@hwwells.com](mailto:csommer@hwwells.com)  
P: 910-251-5425 | F: 910-254-9404



**IMPORTANT NOTICE**

Unless specifically stated in this electronic communication, no policy or coverage is considered bound, changed or in-force until you have received specific written or verbal confirmation from one of Harold W. Wells & Son, Inc's licensed agents. The communication above including any attachments is for the designated individual(s) or entity/entities only and may contain privileged or confidential information. If the reader has received this message in error please notify the sender immediately and delete the correspondence. Any use or distribution of this information is prohibited.

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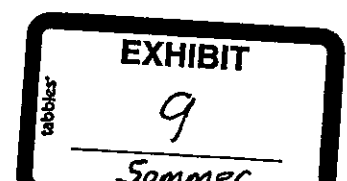
**From:** Grier, jim [<mailto:JGrier@ncdoj.gov>]  
**Sent:** Thursday, May 02, 2013 12:41 PM  
**To:** Cheri Sommer  
**Subject:** GBS Roofing

Ms. Sommers

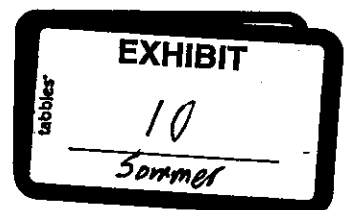
I am following up with your complaint against GBS Roofing. Has the company contacted you and or completed the job you had contracted with them to do. If you would let me know I would greatly appreciate it.

Respectfully

James Grier, Investigator  
North Carolina Department of Justice  
Consumer Protection Division  
Consumer Protection Specialist  
114 W. Edenton St.  
9001 Mail Service Center  
Raleigh, NC 27699-9001  
Office: 919-716-6373



Mobile: 919-723-8249  
Fax: 919-716-6050  
Email: [jgrier@ncdoj.gov](mailto:jgrier@ncdoj.gov)



**STATE OF NORTH CAROLINA**

**CUMBERLAND COUNTY**

**AFFIDAVIT OF SARITA OLSON**

I, Sarita Olson, being first sworn, do hereby depose and say:

1. I live at 114 Eagle Street, Fayetteville, North Carolina. I am 49 years old.
2. On November 17, 2012, I signed a contract with GBS Roofing and Restoration to put a new roof on my house. The Sales Contractor was Jose Torres. A true and accurate copy of the contract is attached and marked as Exhibit 1.
3. On December 20, 2012, I wrote a check to GBS in the amount of \$2,951.46 for the work to be done and was told that the work would start the first week in January. I was told to postdate the check to December 25, 2012 which I did. I found out that the check was cashed on December 21, 2012. A true and accurate copy of the check is attached and marked as Exhibit 2.
4. Shortly after this I was contacted and told the work would start the second week in February. The work was not done on the date specified and I sustained water damage to my home. I called them telling them that and they brought a tarp to the house and put it on the roof; this did not fix the problem. I called them back and they came out on February 18<sup>th</sup> to look at it and said it was condensation from my air conditioning and did nothing to fix it.
5. On February 19, 2013, I returned home from work and found some caulking in my backyard and a spatula near where my roof had been leaking. I figured it was people from GBS who came without my permission and entered the back yard through my privacy fence and had done this trying to be sneaky. I called them and told them I knew what they did but they denied it.
6. I called the company several times at 919-363-3575. The only person I was able to speak with was the receptionist named Candice. Candice stated they were busy but someone would get back to me; no one ever contacted me.



7. I received an email from Joses Torres asking me if the roof was done and how did I like it. I replied that I was mad that it was not done yet. Jose replied back to me that he no longer works for the company because he knew what they were doing and he tried to warn me about them.
8. On March 26, 2013, I sent a certified letter, return receipt requested, restricted delivery to; Mr. Brian Smith a 109 Salem St., Apex, NC 27502. In the letter I told him that this was an official notice asking him to refund my deposit of \$2,951.46 for the new roof that had never been started.
9. I received my copy of the receipt that shows the letter was signed for by Brian Smith on 4/9/13. A true and accurate copy of the letter and return receipts are attached and marked as Exhibit 3.
10. In April 2013, I hired Darryl Hair Roofing to put my roof on. I paid them \$4,400.00 out of my own pocket to do the work.
11. On November 12, 2013, I sent Brian Smith a certified letter that he signed for. The address I sent the letter to; 109 Salem Ct. Apex, NC 27502. A true and accurate copy of the return receipt is attached and marked as Exhibit 4.
12. I would like GBS Roofing to reimburse me the money I paid to them.

Sarita Olson

Sarita Olson

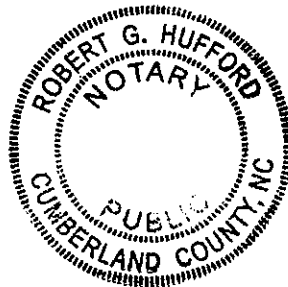
Sworn to and subscribed before me

This the 31 day of Dec., 2013

Robert G. Hufford

Notary Public

My Commission Expires: 8 Sept 2015  
Cumberland County  
NORTH CAROLINA

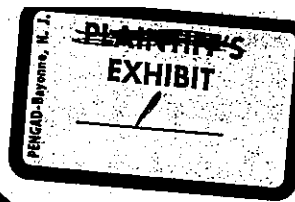




Corporate Office  
313 Green Street  
Sanford, NC 27330  
Office: 919-718 5155  
Fax: 919 718 0097



Roofing & Restoration LLC  
www.gbsroofingnow.com  
General Contractor License # 65556



311 Judges Rd Suite 11E  
Wilmington, NC 28405  
Office: 910 392 1688  
Fax: 919 718 0097

THIS RESIDENTIAL/COMMERCIAL CONTRACT IS MADE EFFECTIVE THE 17 DAY OF NOV, 2012 BY AND BETWEEN: Property owner(s)  
Name(s) SARITA OLSON  
Address 114 EAGLE STREET FAYETTEVILLE NC  
Telephone Numbers: Home (910) 689-7306 Work \_\_\_\_\_ (Customer or You), and GBS Roofing & Restoration LLC.

INSTALL 20/25 30 40 50 YEAR	<u>26</u>	<u>TAMKO</u>	<u>2 TAB</u>	<u>Antique Slate</u>
	SQUARES	MANUFACTURER	STYLE	COLOR
INSTALL FLAT ROOF	<u>1</u>			
	SQUARES	MANUFACTURER	STYLE	COLOR
INSTALL METAL ROOF	<u>1</u>			
	SQUARES	MANUFACTURER	STYLE	COLOR

STRIP OFF 1 LAYER(S) OF ROOFING/ PREPARE THE EXISING DECK FOR THE ROOF INSTALLATION. DECKING IS REPLACED AT \$50 PER SHEET.  
INSTALL 15 LB FELT BASE/ INSTALL 15 LB BASE SHEET (COMMERCIAL)/ HOT MOP (COMMERCIAL)  
REPLACE ALL PLUMBING STACKS/HEATER VENTS/FURNACE VENTS/FLASHING (IF REQUIRED) AS NEEDED.  
INSTALL 15 LF RIDGE VENT AT \$6.50 PER FOOT OR REPLACE IF EXISITING. REMOVE OUTSIDE DEBRIS AND ROLL YARD WITH MAGNETIC SWEEPER.  
INSTALL 15 LF OF VALLEY METAL AT \$3.50 PER LF / INSTALL \_\_\_\_\_ LF OF ICE AND WATER AT \$3.00 PER FT.  
INSTALL 15 LF OF FASCIA AT \$6.00 PER FOOT

\_\_\_\_ INTERIOR REPAIRS \_\_\_\_ MOLD REMEDIATION \_\_\_\_ GUTTERS \_\_\_\_ SIDING \_\_\_\_ WINDOWS \_\_\_\_ PAINTING \_\_\_\_ OTHER \_\_\_\_\_  
ADDITIONAL \* Asphalt Stacker Kit (192 LF) \* Flashing Pipe Jacks \* power vent \* Gutter  
\* Dumpster - Debris Pick Up.  
Standard Warranty : 5 year labor and leak warranty on workmanship. Additional warranties are available from manufacturer.

\_\_\_\_ 30 YEAR LABOR WARRANTY WITH TAMKO FULLY TRANSFERABLE (INCLUDES ICE AND WATER SHIELD IN VALLEYS AND PERMITER, RIDGE VENTILATION, AND SHADOW RIDGE. TOTAL PRICE FOR UPGRADE IS BASED UPON SIZE OF ROOF, AMOUNT OF VALLEYS AND RIDGE VENTILATION NEEDED.

INSURANCE COMPANY State Farm POLICY NUMBER 33-KD-5747-9 CLAIM NUMBER 331R38173  
SUB TOTAL: THE PRICE ON THE INSURANCE COMPANIES ESTIMATE. GRAND TOTAL OR ESTIMATED AMOUNT OF REPAIRS \$7,291.11

**AUTHORIZATION AND ASSIGNMENT OF BENEFITS**  
GBS is a general contractor and will prepare an estimate for the insurance company (if necessary) and submit any change orders. This is a legal binding contract and you as the customer agree to let us perform the work for the amount of money the insurance company has allotted and fully understand and agree you have been explained by the representative what the insurance company's estimate is and that you are fully responsible for the deductible. **Contract is contingent of the insurance company paying for the roof, gutters, or any other storm related damage interior or exterior and will be void if the insurance company denies the claim. Your out of pocket expenses cannot exceed your deductible unless agreed upon in writing.** You agree to give GBS a copy of your insurance scope of loss estimate. You also agree to let your mortgage lender give information to GBS regarding payment to contractor regarding your payment for your insurance claim if your check is made out to your mortgage company. I authorize my insurance company to make insurance checks payable to me and GBS Roofing and I authorize GBS to sign my name on any insurance drafts.

**PAYMENT:** GBS will bill you in the following stages: 50% of job total to be given upon receipt of first insurance draft to be no later than 5 business days after received. 50% after work is complete. \*\* General Contractor rebuilds will be billed differently after inspections\*\* Should you default in any payments pursuant to this contract, interest shall accrue from the date payment is due at the maximum rate permitted under North Carolina law. If GBS is compelled to institute collection proceedings, reasonable attorney fees, cost, and expenses connected with such action shall be borne to You, including appellate level fees and cost in the county of LEE, North Carolina.

GBS is not responsible for any hidden conditions including but not limited to, rotten wood beneath the roof, termite damage, pre-existing latent defects and remediation of said defects. GBS is not responsible for acts of nature regarding standard labor warranty. Any wind event of 65 MPH or more will result in the warranty being transferred to the manufacturer and will not be the responsibility of GBS Roofing & Restoration LLC.

You will be responsible for a 25% cancellation fee if you will not allow us to perform the work if you decide you would not want GBS to perform the work. You have 3 days to cancel this contract under North Carolina State Law. X SO Initials



Address 114 EAGLE STREET FAYETTEVILLE NC  
Telephone Numbers: Home (910) 689-7306 Work \_\_\_\_\_ (Customer or You), and GBS Roofing & Restoration LLC.

INSTALL 20/25 30 40 50 YEAR 26 TAMKO 2 TAB Antique Slate  
SQUARES MANUFACTURER STYLE COLOR

INSTALL FLAT ROOF  
SQUARES MANUFACTURER STYLE COLOR

INSTALL METAL ROOF  
SQUARES MANUFACTURER STYLE COLOR

STRIP OFF \_\_\_\_\_ LAYER(S) OF ROOFING/ PREPARE THE EXISTING DECK FOR THE ROOF INSTALLATION. DECKING IS REPLACED AT \$50 PER SHEET.  
INSTALL A 15 LB FELT BASE/ INSTALL A \_\_\_\_\_ LB BASE SHEET (COMMERCIAL)/ HOT MOP (COMMERCIAL)  
REPLACE ALL PLUMBING STACKS/HEATER VENTS/FURNACE VENTS/FLASHING (IF REQUIRED) AS NEEDED.  
INSTALL N/A LF RIDGE VENT AT \$6.50 PER FOOT OR REPLACE IF EXISTING. REMOVE OUTSIDE DEBRIS AND ROLL YARD WITH MAGNETIC SWEEPER.  
INSTALL N/A LF OF VALLEY METAL AT \$3.50 PER LF / INSTALL \_\_\_\_\_ LF OF ICE AND WATER AT \$3.00 PER FT.  
INSTALL 1/4 LF OF FASCIA AT \$6.00 PER FOOT

INTERIOR REPAIRS \_\_\_\_\_ MOLD REMEDIATION \_\_\_\_\_ GUTTERS \_\_\_\_\_ SIDING \_\_\_\_\_ WINDOWS \_\_\_\_\_ PAINTING \_\_\_\_\_ OTHER \_\_\_\_\_

ADDITIONAL \* Asphalt Stacker Kit (192 LF) \* Flashing Pipe Jacks \* power vent \* Final  
\* Dumpster - Debris Pick Up. Ver

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GBS is a general contractor and will prepare an estimate for the insurance company (if necessary) and submit any change orders. This is a legal binding contract and you as the customer agree to let us perform the work for the amount of money the insurance company has allotted and fully understand and agree you have been explained by the representative what the insurance company's estimate is and that you are fully responsible for the deductible. **Contract is contingent of the insurance company paying for the roof, gutters, or any other storm related damage interior or exterior and will be void if the insurance company denies the claim. Your out of pocket expenses cannot exceed your deductible unless agreed upon in writing.** You agree to give GBS a copy of your insurance scope of loss estimate. You also agree to let your mortgage lender give information to GBS regarding payment to contractor regarding your payment for your insurance claim if your check is made out to your mortgage company. I authorize my insurance company to make insurance checks payable to me and GBS Roofing and I authorize GBS to sign my name on any insurance drafts.

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You will be responsible for a 25% cancellation fee if you will not allow us to perform the work if you decide you would not want GBS to perform the work. You have 3 days to cancel this contract under North Carolina State Law. X SO Initials

You may cancel this transaction, without any penalty or obligation, within "three business days" from the above date. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale: or you may, if you wish, comply with the instructions of the seller regarding the return shipment of goods at the seller's expense and risk.

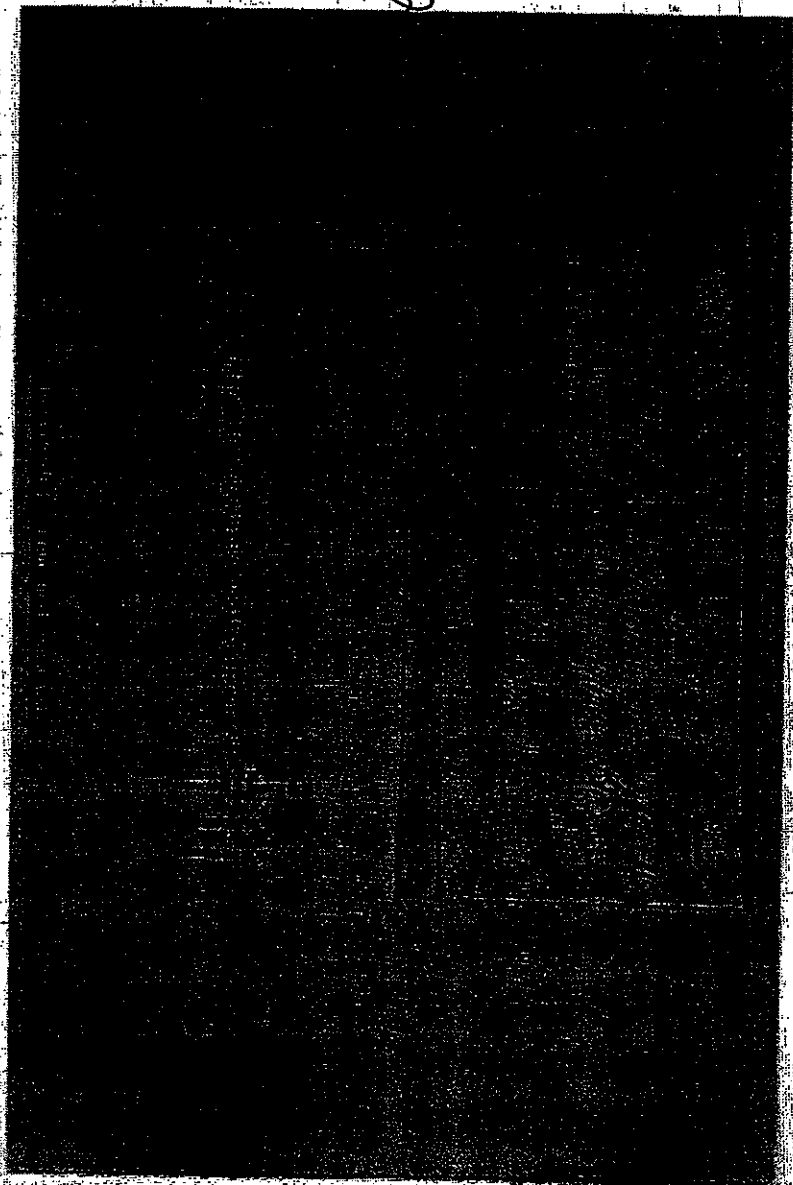
To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a fax to 919 718 0097

Sales Representative Jose Torres Signature Jose Torres Date 11/17/2012

Owner or Authorized Agent William H. H. Signature William H. H. Date 11/17/2012



Olson told to  
Postdate check to Dec  
00 & add and it  
was still cashed on  
Dec. 21, 2012



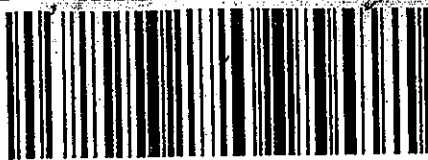
EXHIBIT

2

Olson

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Sarita Olson  
114 Eagle Street  
Fayetteville N.C. 28306



7006 2760 0005 6290 8280

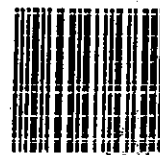
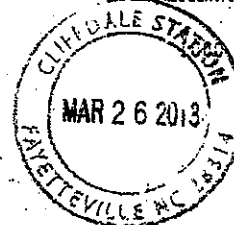
**RESTRICTED  
DELIVERY**

**RETURN RECEIPT  
REQUESTED**

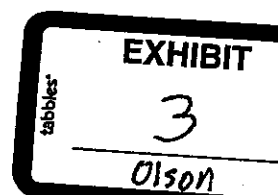
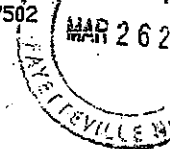
**RESTRICTED  
DELIVERY**

Mr Brian Smith  
109 Salem Towne Court  
Apex N.C. 27502

**RESTRICTED  
DELIVERY**



27502



**SENDER: COMPLETE THIS SECTION**

- ☐ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

*Mr. Brian Smith  
109 Salem Towne Ct.  
Apex, NC 27502*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]* ☐ Agent ☒ Addressee

B. Received by (Printed Name) *Brian Smith* C. Date of Delivery *4/9/03*

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

**RESTRICTED  
DELIVERY**

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☒ Yes

2. Article Number *7006 2760 0005 6290 8280*  
 (Transfer from service label)  
 PS Form 3811, February 2004 Domestic Return Receipt 10550-02-M-154

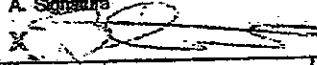
25 March 2013

Mr Brian Smith

This is an official notice asking you to refund my deposit of \$2951.46, for a new roof that was never even started. My check was cashed on december 21, 2012. It has been 3 months now and still no roof add water damage. Please refund my money, so I can get someone else to my roof.

Thank you

Sarita Olson

<p>SEND IN COMPLETE THIS SECTION</p> <p><input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Brian Smith</u> C. Date of Delivery <u>2/13/13</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p style="text-align: center;"><b>RESTRICTED DELIVERY</b></p>	
<p>1. Article Addressed to:</p> <p><u>Mr. Brian Smith</u> <u>109 Salem Towne Ct.</u> <u>Apex, N.C. 27502</u></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p> <p><u>7011 1570 0000 4454 7178</u></p>		<p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

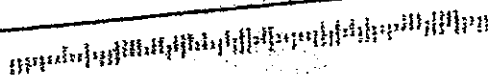
UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

S. OLSON  
114 Eagle St.  
Fair, NC 28306



EXHIBIT

tabbies

4

Olson

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**AFFIDAVIT OF GALINDA JOYNER**

I, Galinda Joyner, being first sworn, do hereby depose and say:

1. I am 60 years of age and reside at 6516 Mims Rd., Holly Springs, NC 27540.
2. In June of 2013 I had sustained damage to my home due to a storm. Christopher Praizner, a salesman with Eagle Roofing called my home stating that he heard my home had been damaged and offered Eagle Roofing's services. I do not know how he knew about the damage or how he got my phone number.
3. I advised Mr. Praizner that I wanted to call My Insurance Company first. Mr. Praizner told me not to do that, he wanted to come out first and do an estimate and meet with the appraiser because they sometimes miss things. I had the appraiser come to my home first.
4. On July 02, 2013, an Appraiser from State Farm Insurance came to my home and issued me a check in the amount of \$3,908.06. The appraiser stated that this was still open and could be amended if additional damage was found during repairs. A true and accurate copy of the check (redacted) and receipt are attached and marked Exhibit 1.
5. On July 13, 2013, I signed a contract with Eagle Roofing. The contract was placed in a file I had started concerning the damage and repairs needed to my home. Unfortunately, I cannot locate the original contract or additional sheets showing the breakdown of repairs and costs. I gave the check from State Farm to Christopher Praizner.
6. Chris Praizner, while at my home had gone up on the roof and broke off a piece of the shingle then showed it to me explaining about the deterioration the shingles go through over time and said how appraisers can miss things initially.



7. In August, 2013, Christopher Praizner had another appraisal done on my roof. The appraiser determined that an additional amount of damage was discovered with the repairs costing \$10,546. I was advised that this check would be mailed to me.

8. On October 02, 2013, I received the check from State Farm. A true and accurate copy of that check is attached and marked Exhibit 2.

9. On October 09, 2013, Christopher Praizner had stopped at my house and gave me a 6 page document outlining the work to be done and cost. We had been sitting in my den in the basement of my home. I had my file open that included the original contract. I had told Chris that there had to be some way to reduce the cost of repairs as it totaled \$19,021.08. Chris said I could do whatever I wanted once I got the check to include cashing it and throwing the money into the air if I was so inclined. A true and accurate copy of the estimate of cost is attached and marked Exhibit 3.

10. I told Chris I did not want to just keep the money, I wanted the repairs done on my home that were necessary to bring it up to 100% of the way it should be. I did say to him that I could take care of disposing the trash as he had listed the debris removal at \$2,000.00. Chris told me he could not take that out of the contract. I told him to refigure the cost for just doing the roof. Chris said he would refigure this and give me a new estimate.

11. At one point during our conversation, I had to go upstairs to retrieve something. My file was open and on the stand where Chris and I were talking. I have not been able to locate the original contract since that day after Chris left my home.

12. On November 09, 2013 I was given a 6 page document showing the new itemized break-down of repairs and total costs in the amount of \$9,665.65. A true and accurate copy of that document is attached and marked as Exhibit 4.

13. Chris wanted more money which I refused to give him. I told him that nothing

had been done so far and would not pay anything until the work was done.

14. I did not hear anything more from Chris. No materials had been delivered and no work started on my house.

15. On January 09, 2013, I stopped at Eagle Roofing and spoke with Brian Smith. Mr. Smith told me Chris had quit and gone to another job, and also stated Chris had his own company. When I told Mr. Smith I had not even gotten any materials, Mr. Smith stated the materials for my house were at his office location. I did not see any place where building materials were or could be kept while I was there. Mr. Smith said he would draw up a new summary so we could all be on the same page.

16. While we talked, Mr. Smith would jump from one thing to the next and was very confusing. I told Mr. Smith to send the new estimate to my Insurance Agent, Amy, as I was unclear about all that Mr. Smith was proposing to do.

17. On January 16, 2014, I stopped at State Farm and received a 4 page document that had been sent to them from Brian Smith itemizing the new cost to do the repairs on my roof in the amount of \$9,541.69. I told Amy how my conversation went with Mr. Smith and that I was confused on just what he was going to do. Amy told me if I had any questions to have Mr. Smith come to my home and point out exactly what he was going to do. A true and accurate copy of this 4 page document is attached and marked Exhibit 5.

18. I called the company a couple of times after that. No materials had been delivered and no work had been started. I spoke with Ashley Johnson, who said she was the secretary at Eagle Roofing. Ashley told me that Mr. Smith's wife had been in the hospital and other excuses as to why my job had not been started.

19. On February 25, 2014, I sent a letter to Brian Smith of Eagle Roofing and Restoration, describing my displeasure over his not calling me and the work never being done on



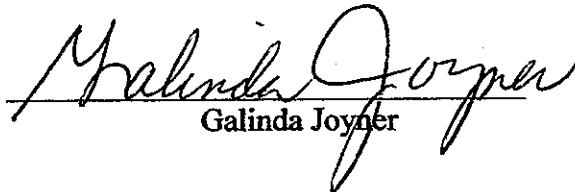
my house. I gave him until March 04, 2014 to respond and if he didn't I would contact the appropriate authorities. A true and accurate copy of the letter is attached and marked Exhibit 6.

20. I did not hear from Mr. Smith or anyone else at Eagle Roofing. I called Eagle Roofing and spoke with Ashley, telling her I wanted a refund. Ashley stated a refund would be processed. I asked her when I might expect the check. Ashley stated G.G. Garcia writes all the checks on Friday and that I should receive my check a few days from then.

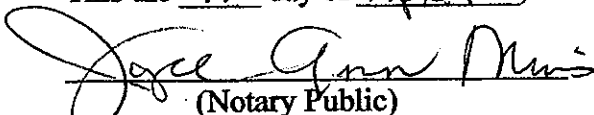
21. Ashely stated there would be a 25% cancellation fee. I told her there better not be such a fee deducted, that I was not the one that defaulted on the contract, and that it was Eagle Roofing who defaulted. I also told her I would not cash the check if I received one with the 25% taken out, and that I would keep it and contact the proper authorities.

22. Since my final conversation with Ashley, no materials have been delivered, no work has been performed at my house and I have not received a refund check. I have also sustained additional damage inside my house from the roof leaking. I am forced to hire another contractor to do the repairs to my home.

23. I would like my \$3,908.06 returned to me.

  
Galinda Joyner

Sworn to and subscribed before me  
This the 7<sup>th</sup> day of April, 2014.

  
(Notary Public)

My commission expires: 11-19-2017

CHARLOTTESVILLE, VIRGINIA

JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

507 986 225 Q

56-1544/441

CLAIM NUMBER 33-2827-701

DATE OF LOSS 6-13-13

NAME OF INSURED JOYNER

ISSUED DATE 7-2-13

PAY TO THE ORDER OF GALINDA JOYNER & OWEN LOAN SERVICING LLC ITS SUCCESSORS

ANODR ASSIGNS

Nine Thousand Nine Hundred and Eight Dollars <sup>00</sup>/<sub>100</sub> — DOLLARS \$ 3,908.00  
NOT TO EXCEED \$50,000

- ☐ STATE FARM GENERAL INSURANCE COMPANY
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
- ☒ STATE FARM FIRE AND CASUALTY COMPANY
- ☐ STATE FARM LLOYDS
- ☐ STATE FARM FLORIDA INSURANCE COMPANY

AUTHORIZED SIGNATURE  
Patricia Joyner

AUTH. ID  
UXIN

COMPANY LOGOS APPEAR ON BACK. HOLD AT 45° ANGLE FOR VIEWING.

VOID IF GREEN COLORED BACKGROUND IS MISSING

EXHIBIT

1

Joyner

tabbies

COMPANY LOGOS APPEAR ON BACK. HOLD AT 45 ANGLE FOR VIEWING

01/13/13  
JAMES C. AND CHERIE ANN SWINING LLC  
09/00 \$ 10,546.00  
HAROLD JAMES SWINING JR  
OCT 02 2013  
VOID IF GREEN COLORED BACKGROUND IS MISSING

tabbles  
EXHIBIT  
2  
Dwyer

## **Eagle Roofing & Restoration**

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Client: Galinda Joyner  
Property: 6516 Mims Rd  
Holly Springs 27540-9562

Home: (919) 917-8162

Operator Info:  
Operator: CHRIS

Estimator: Chris Praizner  
Company: Eagle Roofing & Restoration

Type of Estimate:  
Date Entered: 9/7/2013      Date Assigned:

Price List: NCRA7X\_MAY13  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 2013-09-07-2248

**EXHIBIT**

**3**

*Joyner*

tabbles

## Eagle Roofing & Restoration

2013-09-07-2248

2013-09-07-2248

DESCRIPTION	QNTY	UNIT COST	TOTAL
2. R&R Block - 8" x 8" x 16" - in place	400.00 SF @	7.08 =	2,832.00
4. Shovel footings	8.89 CY @	166.64 =	1,481.43
5. Exterior Structure - General Laborer - per hour	16.00 HR @	27.76 =	444.16
6. Electrical - Labor Minimum	1.00 EA @	227.78 =	227.78
7. 2" x 8" x 16' #2 treated pine (material only)	10.00 EA @	19.36 =	193.60
8. Carpenter - General Framer - per hour	8.00 HR @	62.50 =	500.00

### Patio

DESCRIPTION	QNTY	UNIT COST	TOTAL
9. R&R Block - 8" x 8" x 16" - in place	200.00 SF @	7.08 =	1,416.00
10. Shovel footings	5.56 CY @	166.64 =	926.52
13. 2" x 8" x 16' #2 treated pine (material only)	5.00 EA @	19.36 =	96.80
14. Carpenter - General Framer - per hour	4.00 HR @	62.50 =	250.00

### Exterior

DESCRIPTION	QNTY	UNIT COST	TOTAL
15. R&R Gutter / downspout - aluminum - up to 5"	300.00 LF @	4.25 =	1,275.00

### Exterior2

DESCRIPTION	QNTY	UNIT COST	TOTAL
21. R&R 3 tab - 20 yr. - composition shingle roofing (per SHINGLE)	25.00 EA @	10.09 =	252.25

### Roof

DESCRIPTION	QNTY	UNIT COST	TOTAL
18. R&R Drip edge	267.74 LF @	1.67 =	447.12
20. R&R Skylight flashing kit - dome - Large	3.00 EA @	84.02 =	252.06
16. Remove Laminated - comp. shingle rfg. - w/ felt	30.25 SQ @	47.32 =	1,431.43
17. Laminated - comp. shingle rfg. - w/ felt	33.33 SQ @	175.71 =	5,856.41

Adjustments for Base Service Charges

Adjustment

2013-09-07-2248

10/9/2013

Page: 2

## **Eagle Roofing & Restoration**

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<b>Adjustments for Base Service Charges</b>	<b>Adjustment</b>
Carpenter - Mechanic	105.72
Concrete Mason	117.24
Mason Brick/Stone	91.86
Roofer	187.50
Siding Installer	108.14
Total Adjustments for Base Service Charges:	610.46
<b>Line Item Totals: 2013-09-07-2248</b>	<b>18,493.02</b>

## **Eagle Roofing & Restoration**

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### **Summary**

Line Item Total		17,882.56
Total Adjustments for Base Service Charges		610.46
Material Sales Tax	@ 6.750%	528.06
		<hr/>
Replacement Cost Value		<b>\$19,021.08</b>
Net Claim		<b>\$19,021.08</b>
		<hr/> <hr/>

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Chris Praizner

## **Eagle Roofing & Restoration**

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### **Recap by Room**

**Estimate: 2013-09-07-2248**

<b>Patio</b>	<b>5,678.97</b>	<b>30.71%</b>
<b>Exterior</b>	<b>2,689.32</b>	<b>14.54%</b>
<b>Exterior2</b>	<b>1,275.00</b>	<b>6.89%</b>
<b>Roof</b>	<b>252.25</b>	<b>1.36%</b>
	<b>7,987.02</b>	<b>43.19%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>17,882.56</b>	<b>96.70%</b>
<b>Base Service Charges</b>	<b>610.46</b>	<b>3.30%</b>
<hr/>		
<b>Total</b>	<b>18,493.02</b>	<b>100.00%</b>



## Eagle Roofing & Restoration

### Recap by Category

Items	Total	%
CONCRETE & ASPHALT	2,407.95	12.66%
GENERAL DEMOLITION	2,936.14	15.44%
ELECTRICAL	227.78	1.20%
FRAMING & ROUGH CARPENTRY	1,040.40	5.47%
MASONRY	3,048.00	16.02%
ROOFING	6,402.96	33.66%
SOFFIT, FASCIA, & GUTTER	1,143.00	6.01%
WINDOWS - SKYLIGHTS	232.17	1.22%
EXTERIOR STRUCTURES	444.16	2.34%
Subtotal	17,882.56	94.01%
Base Service Charges	610.46	3.21%
Material Sales Tax @ 6.750%	528.06	2.78%
Total	19,021.08	100.00%

\$2,250

## Eagle Roofing & Restoration

Client: Galinda Joyner  
Property: 6516 Mims Rd  
Holly Springs 27540-9562

Home: (919) 917-8162

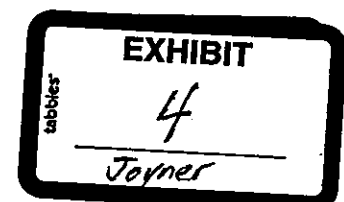
Operator Info:  
Operator: CHRIS

Estimator: Chris Praizner  
Company: Eagle Roofing & Restoration

Type of Estimate:  
Date Entered: 9/7/2013

Date Assigned:

Price List: NCRA7X\_MAY13  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: GALINDAROOFONLY



## Eagle Roofing & Restoration

### GALINDAROOFONLY

#### Exterior2

DESCRIPTION	QNTY	UNIT COST	TOTAL
21. R&R 3 tab - 20 yr. - composition shingle roofing (per SHINGLE)	25.00 EA @	10.09 =	252.25

#### Roof

DESCRIPTION	QNTY	UNIT COST	TOTAL
16. Remove Laminated - comp. shingle rfg. - w/ felt	30.25 SQ @	47.32 =	1,431.43
17. Laminated - comp. shingle rfg. - w/ felt	33.33 SQ @	175.71 =	5,856.41
22. R&R Flashing - pipe jack	4.00 EA @	25.55 =	102.20

Adjustments for Base Service Charges	Adjustment
Roofer	187.50
Total Adjustments for Base Service Charges:	187.50
<b>Line Item Totals: GALINDAROOFONLY</b>	<b>7,829.79</b>

## Eagle Roofing & Restoration

---

### Summary

Line Item Total			7,642.29
Total Adjustments for Base Service Charges			187.50
Material Sales Tax	@	6.750%	224.92
Subtotal			8,054.71
Overhead	@	10.0%	805.47
Profit	@	10.0%	805.47
Replacement Cost Value			\$9,665.65
Net Claim			\$9,665.65

---

Chris Praizner

## **Eagle Roofing & Restoration**

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### **Recap by Room**

**Estimate: GALINDAROOFONLY**

<b>Exterior2</b>	<b>252.25</b>	<b>3.22%</b>
<b>Roof</b>	<b>7,390.04</b>	<b>94.38%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>7,642.29</b>	<b>97.61%</b>
<b>Base Service Charges</b>	<b>187.50</b>	<b>2.39%</b>
<hr/>		
<b>Total</b>	<b>7,829.79</b>	<b>100.00%</b>

## Eagle Roofing & Restoration

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### Recap by Category

O&P Items			Total	%
GENERAL DEMOLITION			1,528.81	15.82%
ROOFING			6,113.48	63.25%
O&P Items Subtotal			7,642.29	79.07%
Base Service Charges			187.50	1.94%
Material Sales Tax	@	6.750%	224.92	2.33%
Overhead	@	10.0%	805.47	8.33%
Profit	@	10.0%	805.47	8.33%
Total			9,665.65	100.00%

## EAGLE ROOFING & RESTORATION

2013-07-13-1742

### Roof

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Drip edge	268.00 LF @	1.65 =	442.20
Asphalt starter - peel and stick	268.00 LF @	1.24 =	332.32
R&R Ridge cap - composition shingles	94.00 LF @	4.19 =	393.86
R&R Exhaust cap - through roof - 6" to 8"	1.00 EA @	61.59 =	61.59
R&R Flashing - pipe jack	2.00 EA @	25.40 =	50.80
Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	33.33 SQ @	46.42 =	1,547.18
3 tab - 25 yr. - composition shingle roofing - incl. felt	33.33 SQ @	155.91 =	5,196.48

### Exterior/General

#### Exterior/General

DESCRIPTION	QNTY	UNIT COST	TOTAL
Detach & Reset Soffit - vinyl	240.00 SF @	1.46 =	350.40
R&R Soffit - vinyl	78.00 SF @	3.37 =	262.86

### Living Room

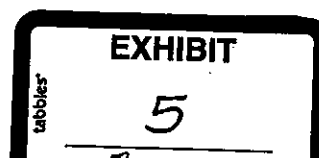
#### Living Room

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R 1/2" drywall - hung, taped, ready for texture	45.00 SF @	1.62 =	72.90
R&R Batt insulation - 6" - R19	45.00 SF @	0.92 =	41.40
Apply anti-microbial agent	45.00 SF @	0.18 =	8.10
Scrape the surface area & prep for paint	454.00 SF @	0.37 =	167.98
Seal & paint acoustic ceiling (popcorn) texture	499.00 SF @	0.81 =	404.19
Contents - move out then reset	1.00 EA @	35.24 =	35.24
Mask and prep for paint - paper and tape (per LF)	100.00 LF @	0.43 =	43.00

### Bathroom

DESCRIPTION	QNTY	UNIT COST	TOTAL
Scrape the surface area & prep for paint	101.00 SF @	0.37 =	37.37
Paint the surface area - two coats	101.00 SF @	0.58 =	58.58
Contents - move out then reset	1.00 EA @	35.24 =	35.24

2013-07-13-1742



1/16/2014

Page: 2

## EAGLE ROOFING & RESTORATION

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### Summary

Line Item Total				9,541.69
Overhead omitted from the original estimate				816.65
Profit omitted from the original estimate				816.65
Material Sales Tax	@	6.750% x	4,070.27	274.74
<b>Replacement Cost Value</b>				<b>\$11,449.73</b>
<b>Net Claim</b>				<b>\$11,449.73</b>

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Chris Praizner



## **EAGLE ROOFING & RESTORATION**

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### **Recap by Room**

**Estimate: 2013-07-13-1742**

<b>Roof</b>	<b>8,024.43</b>	<b>84.10%</b>
<b>Area: Exterior/General</b>	<b>613.26</b>	<b>6.43%</b>
<b>Area: Living Room</b>	<b>772.81</b>	<b>8.10%</b>
<b>Bathroom</b>	<b>131.19</b>	<b>1.37%</b>
<hr/> <b>Area Subtotal: Living Room</b>		<hr/> <b>904.00</b>
<hr/> <b>Area Subtotal: Exterior/General</b>		<hr/> <b>1,517.26</b>
<b>Subtotal of Areas</b>	<b>9,541.69</b>	<b>100.00%</b>
<hr/>		<hr/>
<b>Total</b>	<b>9,541.69</b>	<b>100.00%</b>

## **EAGLE ROOFING & RESTORATION**

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### **Recap by Room**

**Estimate: 2013-07-13-1742**

<b>Roof</b>	<b>8,024.43</b>	<b>84.10%</b>
<b>Area: Exterior/General</b>	<b>613.26</b>	<b>6.43%</b>
<b>Area: Living Room</b>	<b>772.81</b>	<b>8.10%</b>
<b>Bathroom</b>	<b>131.19</b>	<b>1.37%</b>
<hr/>		
<b>Area Subtotal: Living Room</b>	<b>904.00</b>	<b>9.47%</b>
<hr/>		
<b>Area Subtotal: Exterior/General</b>	<b>1,517.26</b>	<b>15.90%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>9,541.69</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>9,541.69</b>	<b>100.00%</b>

2-25-2014

Galinda Joyner (client)  
6516 Mims Rd.  
Holly Springs, NC 27549  
919-552-4754

Brain Smith (Eagle roofing & Restoration)  
111 Salem Towne Court  
Apex, NC 27505  
919-363-3575

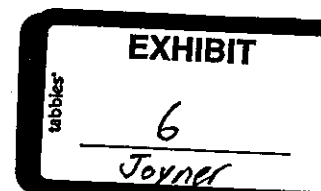
Dear Mr. Brain Smith:

I am very disappointed that you have not returned any of my phone calls pertaining to the work on my roof. After our meeting on Jan. 9, 2014 and the letter you sent on Jan 16, 2014 with the description of the job, plus the agreed upon price, there has not being any work preformed or any type of communication. I hope it will not be necessary for me to contact the office of the Attorney General, Better Business Bureau, and Five On Your Side to resolve this stressful matter. I have talked with Amy Waldrop (State Farm Agent) and she stated that you have all the required data and money to proceed with the project. The roof leaked in places from the recent snowstorm. During the meeting you talked very convincingly about how you improve on the previous mistakes.

Please contact me by Tuesday, March 4, 2014. If this matter is not addressed by the stated deadline, I will move forward and contact the appropriate agencies that can assist me

Thank you,

Galinda Joyner



STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

AFFIDAVIT OF STEPHEN LYNCH

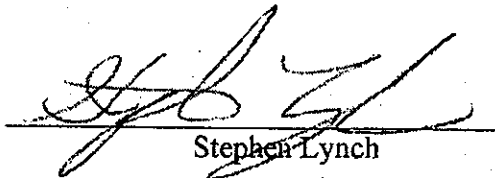
I, Stephen Lynch, being first sworn, do hereby depose and say:

1. I am 54 years of age and reside at 406 Pearl St., Fayetteville, NC 28303.
2. On July 18, 2012, a man named John Mathiesn, (unsure how to spell last name), a salesman with GBS Roofing 313 Green Street, Sanford, NC, stopped at my home and offered roofing services. I signed a contract with him to pay \$7,159.71 total. A true and accurate copy of the contract is attached and marked Exhibit 1, Exhibit 1(a), and Exhibit 1 (b) respectively.
3. On July 31, 2012, I gave John a check made out to GBS Roofing in the amount of \$3,331.17 as a down payment. A redacted copy of the check is attached and marked Exhibit 2,
4. John had given me a GBS business Card with the address, phone number and email address of the company. It also had the name Brian Smith and Smith's phone number and email address on it. A true and accurate copy of the business card is attached and marked Exhibit 3
5. John called me when the check I had given him cleared my account, saying the work could not be started for approximately 30 days.
6. 60 days went by with no materials, work or contact from the company. I called leaving voice messages for someone to call me. I did speak with a woman who claimed to be the secretary of Brian Smith and promised that the work would be started the following week. No one ever showed up. No material was delivered and no work was done.
7. I called every month leaving messages to no avail. In January of 2014, I was no longer able to get through to the company to even leave a voice message.



8. May 07, 2013, I filed a complaint with the North Carolina Attorney General's Office and forwarded them a copy of my bank statement showing that the check I wrote to GBS Roofing had cleared on August 02, 2012. A redacted copy of my bank statement is attached and marked Exhibit 4.

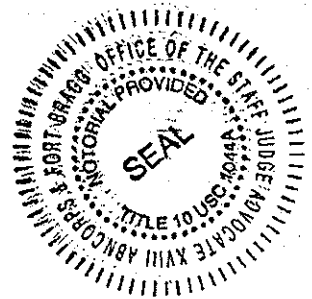
9. I believe that GBS Roofing defrauded me out of my money and want them to repay me the \$3,331.17 I paid them.

  
Stephen Lynch

Sworn to and subscribed before me  
This the 14 day of March, 2014

  
(Notary Public)

My commission expires: LI B. TRAN  
SERGEANT, US ARMY  
PARALEGAL NCO  
PURSUANT TO 10 USC 1044a  
COMMISSION INDEFINITE



Corporate Office  
313 Green Street  
Sanford, NC 27330  
Office: 919 718 5155  
Fax: 919 718 0097



311 Judges Rd Suite 11E  
Wilmington, NC 28405  
Office: 910 392 1688  
Fax: 919 718 0097

① Bridge over Pylon  
② Int Repair  
③ 1 gutter Guard

THIS RESIDENTIAL/COMMERCIAL CONTRACT IS MADE EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_ BY AND BETWEEN: Property owner(s)  
Name(s) Stephen Lynch  
Address 456 Pearl St Fayetteville NC  
Telephone Numbers: Home 910-464-1272 Work 910-551-3411 (Customer or You), and GBS Roofing & Restoration LLC.

INSTALL 20 25 30 40 50 YEAR _____	SQUARES _____	MANUFACTURER _____	STYLE _____	COLOR _____
INSTALL FLAT ROOF _____	SQUARES _____	MANUFACTURER _____	STYLE _____	COLOR _____
INSTALL METAL ROOF _____	SQUARES _____	MANUFACTURER _____	STYLE _____	COLOR _____



STRIP OFF \_\_\_\_\_ LAYER(S) OF ROOFING/ PREPARE THE EXISING DECK FOR THE ROOF INSTALLATION. DECKING IS REPLACED AT \$50 PER SHEET.  
INSTALL A \_\_\_\_\_ LB FELT BASE/ INSTALL A \_\_\_\_\_ LB BASE SHEET (COMMERCIAL)/ HOT MOP (COMMERCIAL)  
REPLACE ALL PLUMBING STACKS/HEATER VENTS/FURNACE VENTS/FLASHING (IF REQUIRED) AS NEEDED.  
INSTALL \_\_\_\_\_ LF RIDGE VENT AT \$6.50 PER FOOT OR REPLACE IF EXISITING. REMOVE OUTSIDE DEBRIS AND ROLL YARD WITH MAGNETIC SWEEPER  
INSTALL \_\_\_\_\_ LF OF VALLEY METAL AT \$3.50 PER LF / INSTALL \_\_\_\_\_ LF OF ICE AND WATER AT \$3.00 PER FT.  
INSTALL \_\_\_\_\_ LF OF FASCIA AT \$6.00 PER FOOT

\_\_\_\_\_ INTERIOR REPAIRS \_\_\_\_\_ MOLD REMEDIATION \_\_\_\_\_ CUTTERS \_\_\_\_\_ SIDING \_\_\_\_\_ WINDOWS \_\_\_\_\_ PAINTING \_\_\_\_\_ OTHER \_\_\_\_\_  
ADDITIONAL Ridge Vent 200' = \$168

Standard Warranty : 5 year labor and leak warranty on workmanship. Additional warranties are available from manufacturer.

\_\_\_\_\_ 30 YEAR LABOR WARRANTY WITH TAMKO FULLY TRANSFERABLE (INCLUDES ICE AND WATER SHIELD IN VALLEYS AND PERMITER, RIDGE VENTILATION, AND SHADOW RIDGE. TOTAL PRICE FOR UPGRADE IS BASED UPON SIZE OF ROOF, AMOUNT OF VALLEYS AND RIDGE VENTILATION NEEDED.

INSURANCE COMPANY State Farm POLICY NUMBER 33-GE-92019 CLAIM NUMBER 331 H 45724  
SUB TOTAL: THE PRICE ON THE INSURANCE COMPANIES ESTIMATE. GRAND TOTAL OR ESTIMATED AMOUNT OF REPAIRS

#### AUTHORIZATION AND ASSIGNMENT OF BENEFITS

GBS is a general contractor and will prepare an estimate for the insurance company (if necessary) and submit any change orders. This is a legal binding contract and you as the customer agree to let us perform the work for the amount of money the insurance company has allotted and fully understand and agree you have been explained by the representative what the insurance company's estimate is and that you are fully responsible for the deductible. Contract is contingent of the insurance company paying for the roof, gutters, or any other storm related damage interior or exterior and will be void if the insurance company denies the claim. Your out of pocket expenses cannot exceed your deductible unless agreed upon in writing. You agree to give GBS a copy of your insurance scope of loss estimate. You also agree to let your mortgage lender give information to GBS regarding payment to contractor regarding your payment for your insurance claim if your check is made out to your mortgage company. I authorize my insurance company to make insurance checks payable to me and GBS Roofing and I authorize GBS to sign my name on any insurance drafts.

PAYMENT: GBS will bill you in the following stages: 50% of job total to be given upon receipt of first insurance draft to be no later than 5 business days after received. 50% after work is complete. \*\* General Contractor rebuilds will be billed differently after inspections\*\*Should you default in any payments pursuant to this contract, interest shall accrue from the date payment is due at the maximum rate permitted under North Carolina law. If GBS is compelled to institute collection proceedings, reasonable attorney fees, cost, and expenses connected with such action shall be borne to You, including appellate level fees and cost in the county of LEE, North Carolina.

GBS is not responsible for any hidden conditions including but not limited to, rotten wood beneath the roof, termite damage, pre-existing latent defects and remediation of said defects. GBS is not responsible for acts of nature regarding standard labor warranty. Any wind event of 65 MPH or more will result in the warranty being transferred to the manufacturer and will not be the responsibility of GBS Roofing & Restoration LLC.

You will be responsible for a 25% cancellation fee if you will not allow us to perform the work if you decide you would not want GBS to perform the work. You have 3 days to cancel this contract under North Carolina State Law. Initials \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within "three business days" from the above date. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice and any

INSURANCE COMPANY Solo Fern

POLICY NUMBER 33-GE-92014

CLAIM NUMBER 331 H 45724

SUB TOTAL: THE PRICE ON THE INSURANCE COMPANIES ESTIMATE. GRAND TOTAL OR ESTIMATED AMOUNT OF REPAIRS \_\_\_\_\_

#### AUTHORIZATION AND ASSIGNMENT OF BENEFITS

GBS is a general contractor and will prepare an estimate for the insurance company (if necessary) and submit any change orders. This is a legal binding contract and you as the customer agree to let us perform the work for the amount of money the insurance company has allotted and fully understand and agree you have been explained by the representative what the insurance company's estimate is and that you are fully responsible for the deductible. **Contract is contingent of the insurance company paying for the roof, gutters, or any other storm related damage interior or exterior and will be void if the insurance company denies the claim. Your out of pocket expenses cannot exceed your deductible unless agreed upon in writing.** You agree to give GBS a copy of your insurance scope of loss estimate. You also agree to let your mortgage lender give information to GBS regarding payment to contractor regarding your payment for your insurance claim if your check is made out to your mortgage company. I authorize my insurance company to make insurance checks payable to me and GBS Roofing and I authorize GBS to sign my name on any insurance drafts.

PAYMENT: GBS will bill you in the following stages: 50% of job total to be given upon receipt of first insurance draft to be no later than 5 business days after received. 50% after work is complete. \*\* General Contractor rebuilds will be billed differently after inspections\*\* Should you default in any payments pursuant to this contract, interest shall accrue from the date payment is due at the maximum rate permitted under North Carolina law. If GBS is compelled to institute collection proceedings, reasonable attorney fees, cost, and expenses connected with such action shall be borne to You, including appellate level fees and cost in the county of LEE, North Carolina.

GBS is not responsible for any hidden conditions including but not limited to, rotten wood beneath the roof, termite damage, pre-existing latent defects and remediation of said defects. GBS is not responsible for acts of nature regarding standard labor warranty. Any wind event of 65 MPH or more will result in the warranty being transferred to the manufacturer and will not be the responsibility of GBS Roofing & Restoration LLC.

You will be responsible for a 25% cancellation fee if you will not allow us to perform the work if you decide you would not want GBS to perform the work. You have 3 days to cancel this contract under North Carolina State Law. Initials \_\_\_\_\_

Replace 3 TABS on 1605 S. 1st St. (86991)

You may cancel this transaction, without any penalty or obligation, within "three business days" from the above date. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale: or you may, if you wish, comply with the instructions of the seller regarding the return shipment of goods at the seller's expense and risk.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a fax to 919 718 0097

Sales Representative John Mathias Signature John Mathias Date 7/18/12

Owner or Authorized Agent Stephen Lynch Signature Stephen Lynch Date 7-18-12

Viktor Lybich

Viktor Lybich

7-18-12

EXHIBIT

tabbies

1-A  
Lynch

**G.B.S. Roofing & Restoration LLC.**  
Offices In Sanford & Wilmington N.C.  
Main Office: 919-n718-5155 Web: [www.gbsroofingnow.com](http://www.gbsroofingnow.com)

Client Name : Stephen Linch Tel: 910-551-3411  
Address: 405 Pearl St.  
City: Fayetteville, State: N.C. Zip: 28314  
E-mail \_\_\_\_\_

We are pleased to provide you an estimate for the following scope of work:

(Circle scope)

Scope of work: **\*\*(roofing)\*\***, driveway, fencing, insulation, windows, doors, gutters, siding, building addition, solar water heater, solar power systems

**Scope of work:**

This estimate includes supervision and insurance we will remove & replace 20 year three tab shingles with a FREE upgrade to a three tab 25 year shingle, dispose of waste legally, clean-up yard.

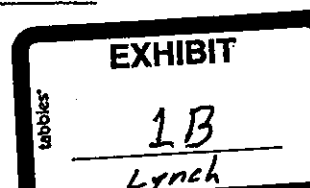
1.) <u>As per insurance company coverage</u>	= \$ 6494.00
2.) Add roof venting 42' X _____	= <u>\$ 168.00</u>
<b>(Total \$ 6,662.35)</b>	

\*\*\* Your roof is missing several components to complete a full functioning roof system; it is prudent to add them in as you replace you roof.

**Terms:**

- 1.) 50% down payment before work begins, ( \$3331.175 ) *paid 7/31/12 jsm*  
2.) 2nd payment ( \$2,731.18 ) and 6 (six payments of \$100.00 ) for then next six months .....  
starting from the date of roof completion date ( enter completion date here )

Acceptance: *[Signature]* Date: 7-31-12  
Rep: *[Signature]* Date: 7/31/12





STEPHEN LYNCH  
406 PEARL ST  
FAYETTEVILLE, NC 28404-4384

1502

7-31-12

Pay to the Order of GPS Police and Locksmith \$ 3,331.17

Three thousand three hundred thirty one and 17/100

USAA FEDERAL SAVINGS BANK  
MEMBER FDIC  
FOR DEPOSIT ONLY  
DO NOT CASH, TOTAL DEPOSIT  
DATE 08/01/12 1502

For postage

1502

Check: 1502

Amount: 3,331.17

EXHIBIT

tabbies

2

Lynch



**Brian Smith**

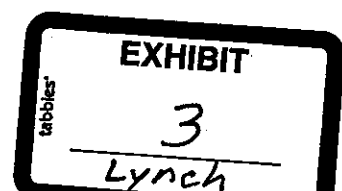
**678-350-4762**

briansmith@gbstroofingnow.com

**Office**  
313 Green Street  
Sanford, NC  
919-718-5155  
[www.gbstroofingnow.com](http://www.gbstroofingnow.com)



*John Mathieu*  
*910-777-7179*





STEPHEN LYNCH  
406 PEARL ST  
FAYETTEVILLE NC 28303-4324

ACCOUNT NUMBER
2
STATEMENT DATE
17
08/16/12

PAGE 1

BALANCE LAST STATEMENT	NO. OF DEBITS PAID	TOTAL AMOUNT OF DEBITS PAID	NO. OF DEP	TOTAL AMOUNT OF DEPOSITS MADE	SERVICE CHARGES	BALANCE THIS STATEMENT
225.14	64	11,884.34	10	12,623.78	.00	964.58

Please examine immediately and report if incorrect. If no report is received within 60 days, the account will be considered correct.

	TOTAL NONSUFFICIENT FUNDS (NSF) FEES	TOTAL OVERDRAFT (OD) FEES
This Statement	0.00	0.00
This Year's Statements	0.00	0.00

Note: Fee reversals/refunds made by USAA will not reduce the totals on this chart.

ARE YOU SAVING FOR AN EMERGENCY OR RETIREMENT? USAA CERTIFICATES OF DEPOSIT MAY BE RIGHT FOR YOU. GO TO USAA.COM OR GIVE US A CALL AT 1-800-531-8722(USAA) TO LEARN MORE.

#### DEPOSITS AND OTHER CREDITS

DATE	AMOUNT	TRANSACTION DESCRIPTION
07/19	1,045.08	ACH CREDIT 072012 CUMBERLAND PAY PAYROLL *****YNCH
07/20	30.00	ATM DPST ERR
07/30	56.00	USAA FUNDS TRANSFER CR
07/31	1,612.37	ACH CREDIT 080112 DFAS-CLEVELAND RET NET *****5514
07/31	1,971.00	ACH CREDIT 080112 US TREASURY 310 XXVA BENEF *****0 18
08/01	5,991.97	ATM DEPOSIT
08/02	963.53	ACH CREDIT 080312 CUMBERLAND PAY PAYROLL *****YNCH
08/16	947.82	ACH CREDIT 081712 CUMBERLAND PAY PAYROLL *****YNCH
08/16	6.00	ATM SURCHARGE REBATE
08/16	0.01	INTEREST PAID

#### CHECKS

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
08/02	1502	3,331.17	08/03	1507*	218.00

#### OTHER DEBITS

DATE	AMOUNT	TRANSACTION DESCRIPTION
07/18	20.00	DEBIT CARD PURCHASE 071712 EXXONMOBIL 4 FAYETTEVILLE NC
07/19	17.10	DEBIT CARD PURCHASE 071912 NETFLIX.COM NETFLIX.COM CA

FDIC INSURED

EXHIBIT

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**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**AFFIDAVIT OF JIM DAVIS**

I, Jim Vincent Davis being first sworn, do hereby depose and say:

1. I am 50 years of age and reside at 315 Collington Dr., Mebane NC 27302.
2. I was employed by Brian Smith at GBS Roofing from September 2011 to May 2012. My position was Sales Representative. I was to be paid a commission for each job that I brought to the company.
3. My duties included helping homeowners coordinate with their insurance companies to pay for damages incurred on their homes with the understanding that they would use GBS as their roofing contractor.
4. During my employment at GBS, I witnessed many unethical business practices conducted by Brian Smith and his partner Gigi.
5. One example of this was Brian and Gigi's practice of spending monies collected for existing customers' jobs, then having to wait for additional jobs to come along in order to finance the performance of existing customers' contracts. This would delay projects for several months.
6. In another example, homeowners regularly would be charged in advance for work on their homes, only to have this work left uncompleted.
7. In another example, I witnessed them charge a customer for expensive long-lasting shingles, then install less expensive shingles that would not last as long. The homeowner realized what had been done and complained to the company. I was blamed for this and terminated, even though it was Brian and Gigi's deception.



8. When I was terminated, I was owed \$5,000.00 in unpaid commissions. I still have not received them.

9. In summation, this company was very deceitful to their customers about the quality of work and the timeframe in which it was to be completed – assuming it was going to be complete at all. On top of this, they regularly placed the blame on others when the customer would call and complain.

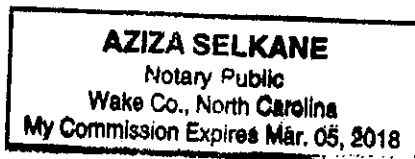


Jim Davis

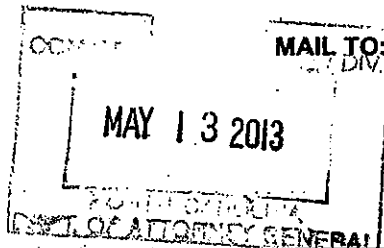
Sworn to and subscribed before me Jim Davis  
This the 15<sup>th</sup> day of April, 2014

Aziza Selkane  
(Notary Public)

My commission expires: March 5<sup>th</sup>, 2018



**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**



CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226

**SECTION 1: Your Information**

Mr. Ms. Mrs. <input type="checkbox"/>	Last name <u>Morton</u>	First name <u>Ronnie</u>	MI <u>E</u>
Mailing address <u>511 CARTERET PLACE</u>			
City <u>Fayetteville</u>		State <u>N.C.</u>	Zip code <u>28311-1531</u>
Day phone number, including area code <u>(910) 488-4959</u>		Evening phone number, including area code ( )	Fax number, including area code ( )
County of residence <u>Cumberland</u>		E-mail address <u>remortonfaync@centurylink.net</u>	Cell phone, including area code ( )

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company <u>GBS Roofing &amp; Restoration</u>			
Mailing address <u>313 Greene St</u>			
City <u>Sanford</u>		State <u>N.C.</u>	Zip code <u>27330</u>
Country, if not US			
Company's internet address (URL) <u>sales@gsbroofingnow.com</u>			
Telephone number, including area code <u>(804) 376-3307</u>		Fax number, including area code <u>(919) 718-0097</u>	

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved <u>Roof Replacement</u>		Date of purchase, service, contract <u>12/10/2012</u>	
Manufacturer or brand		Model	
Account number		Serial number	
Did you sign a contract or a lease? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If yes, please give the following <input type="checkbox"/>	
Starting date		Expiration date	
Total amount paid <u>3797.52</u>	Amount in dispute <u>3797.52</u>	How was payment made: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit card <input type="checkbox"/> Debit card <input type="checkbox"/> Money order <input type="checkbox"/> Wire transfer <input type="checkbox"/> Finance agreement <input type="checkbox"/> Other	
Did you buy an extended service contract? Yes <input type="checkbox"/> No <input type="checkbox"/>		If yes, name of company responsible for extended service contract or warranty	

**SECTION 4: Information About the Transaction**

<b>How was initial contact made between you and the business?</b> <input checked="" type="checkbox"/> Person came to my home <input type="checkbox"/> I went to company's place of business <input type="checkbox"/> I received a telephone call from business <input type="checkbox"/> I telephoned the business <input type="checkbox"/> I received information in the mail <input type="checkbox"/> I responded to radio/television ad <input type="checkbox"/> I responded to printed advertisement <input type="checkbox"/> I responded to a Website or e-mail solicitation <input type="checkbox"/> I received a fax solicitation <input type="checkbox"/> I attended a trade show or convention <input type="checkbox"/> Other	<b>Where did the transaction take place?</b> <input checked="" type="checkbox"/> At my home <input type="checkbox"/> At company's place of business <input type="checkbox"/> By mail <input type="checkbox"/> Over the phone <input type="checkbox"/> Via computer (website or e-mail) <input type="checkbox"/> Trade show or hotel <input type="checkbox"/> Other
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**SECTION 5: Details of Complaint (use additional sheets if necessary)**

GBS ROOFING \$RESTRAT00N+received a down payment on my roof replacement on 12-10-2012. Work was to start within a few days weather permenting. I did not hear anything from them, and after 2 weeks I contacted the company. They stated they were behind schedual because of weather. I stated that I understodd since it had been raining often. They stated it whould be a week befor my roof would be started. After 2 weeks I started calling every 2 days and they only had more excuses. They quit answering my calls and let them go to the answering service to leave messages. The estimator for the company stayed in contact with me and was very dismayed and sorry how the company was handling my service. HE has since left the company and stopped contacting me. I left

a message the first week of March that I wanted a full refund no contact or return call. I received a call from the company the first week of April that they wanted to start my roof in a few days if they could get their schedual adjusted. I stated that I did not want them to do the work my attitude toward the company had changed because of the way they had treated me and I wanted a full refund. She stated there was a 25% penalty for stopping the service. I told her that because of how the company had placed me in a situation, and the problums they made, it should be nulifided and voided and a full refund would be fair componsation for me. She stated it had to be aproved by the manager and she would let him know. I have not had contact with the

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of person most recently contacted Candice	His/her phone number, incl. area code (919) 363-3875
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Results She stated again she would get in contact with the manager and I have not heard scince

What result would you consider fair?

A full refund \$3797.52

Do you have an attorney in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of your attorney	Attorney's number, incl. area code ( )
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Has your complaint been heard or is it scheduled to be heard in court? ☐ Yes ☒ No If yes, where and when?

If already heard, what was the result?

**SECTION 7: Important Information**

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
- Please be sure to include copies of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001

company for over 3 weeks now. The disgusting way they have treated me lets me believe the company will take advantage of anyone that will not take action against them. They should be investigated and action taken for illegal practices.



## Consumer

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**From:** consforms@ncdoj.gov  
**Sent:** Monday, January 07, 2013 8:34 PM  
**To:** Consumer  
**Subject:** Complaint 28363 Powers

### Your Information

Prefix Ms \* First Name Renee  
Middle Initial B \* Last Name Powers  
\* Mailing Address 330 Cypress Creek Farm Road  
\* City Sanford  
\* State NC \* Zip Code 27332

Country, if not US

Day Phone Number (including area code) 919-895-5342

Evening Phone Number (including area code) 919-498-2128

Cell Phone Number (including area code) 973-723-2303

Fax Number (including area code)

County of Residence Harnett Email Address renee.b.powers@gmail.com

### Information About Company Against Which You Are Complaining

\* Full name of company GBS Roofing & Restoration, LLC  
Address 313 Green St  
City Sanford  
State NC Zip Code 27330  
Country, if not US  
Company's internet address (URL) <http://gbsroofingnow.com/>  
\* Telephone number, including area code 919 718-5155  
Fax number, including area code 919 718-0097

### Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved Roof replacement

Date of purchase, service, contract 12/14/2011 12:00:00 AM

Manufacturer or brand



Model

Account number

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract  
or a lease? Yes

Start Date

End Date

Total amount paid \$3,772.57 Amount  
in dispute \$3,772.57

How was payment  
made: Check

Did you buy an  
extended service  
contract? No

If yes, name of company  
responsible for extended service  
contract or warranty

## Information About the Transaction

How was initial contact made between you and the  
Where did the transaction take place?

Person came to my home  
At my home

## Details of Complaint

\* Details

Limit of  
2500  
characters

My insurance co approved a full roof replacement. No work was performed they said they would refund my money and have not. John DeMatteo of GBS roofing came to my house to ask if I would be interested in them doing my roof on 12/14/11. Initial inspection: It was my understanding that GBS was going to do the chalking on my roof prior to the insurance inspector coming on site. The first time a worker came, he looked and left. The second time, he looked with another person and left. Finally, the insurance inspector and GBS people inspected the roof. First trip the ladders were not sufficient. They said that they would come the next day with a crew so they could anchor themselves. That did not happen. They ended up coming another day using a combination of ladders, one on the roof one against the house to brace the one on the roof. 01-04-12 my insurance company approved a full roof \$6545.16 + \$1000 deductible. 01-07-12 I sent my shingle choice in 01-24-12 I wrote a check written for half the amount, \$3,772.57. 01-25-12 the check was cashed I then attempted to get in contact with John DeMatteo numerous times (vms left most times, some emails). When I was able to get him, he told me he would get with the scheduler and get back to me never did 03-19-12 I called the office and left message. When I received a call back, it was a voice mail left that it would be a week and 1/2 to 2 weeks. They would know when it gets closer to the date (Left message at my home phone when the

message I left requested them call my work number that I had left) 06-15-12 I called the office and spoke to an accounting person. The scheduler had just left. She will give her a message and will call me back Monday. 06-16-12 No one called me 06-18-12 I called the office. First time partial ring and disconnect, second time rang once and went to vm- left a message 06-19-12 I received no call back. I again called the office; the project manager was not on site. She will call her and call me back She did call back- The project manager has to firm up the schedule due to a change in distributor to confirm they have all the supplies. She will call me back tomorrow in the morning. 06-20-12 I did call back, it will be about 2 wks 08-03-12 I called the office and left a voicemail. 08-20-12 Emailed georgesmith@gbsroofingnow.com; briansmith@gbsroofingnow.com listed as the owners 08-20-12 Brian to Renee "This has just come to my attention. I will get you finished by Monday of next week. We have been extremely busy and I sincerely apologize for your delay." 08-22-12 Renee to Brian " Thank you for your help. When can I expect them to start work?" Brian to Renee "Monday" 08-27-12 no call no show 8-28-12 Brian to Renee "The weather just has us a few days out. I am working my hardest to get your shingles Dropped Thursday. I am very sorry for the delays. We will get you done shortly." 08/28/12 Received vm (home) saying the shingles will be dropped 08/29/12 No call no drop of supplies 08/30/12 No call no drop of supplies 08-31-12 4 rolls (tar paper?), 1 tube (sealant?), box of tacks and roof vent type thing were dropped next to my house. 09-26-12 Called the office. The job will start on Wednesday 10/03/12 10-03-12 No messages were left, no one to my knowledge showed to start the work 10-15-12 Spoke with Ashley at the office the work was set to start today but due to the rain will not. Workers will be arriving at between 0800-0900 Thursday. Shingles should be arriving 0900-1200. If they do not arrive, call her she will put my to the GM to get my money reimbursed. 10-18-12 No call no show 10-19-12 No call no show. Called the office they will refund my money 10-26-12 Will check on what is going on with the money will call right back. No call back 11-17-12 (office hours Sat 10:00 AM to 3:30 PM) Called no answer 11-26-12 Brian will be in the office in about 30 mins (called at 1153) she will have him call me to let me know what is doing on with the check. Requested he call my work phone. No calls were received at work on my cell or home phone. 12-01-12 I contacted the BBB. GBS did not respond to them, they closed the complaint.

## Resolution Attempts You Have Made

Have you contacted the company with your complaint?	Yes
If yes, name of person most recently contacted	
His/her phone number, incl. area code	919 718-5155
Results	nothing
* What resolution would you consider fair?	My money refunded
Do you have an attorney in this case?	No
If yes, name of your attorney	
Attorney's number, incl. area code	
Has your complaint been heard or is it scheduled to be heard in	No

court?

If yes, where and when?

If already heard, what was the result?

Will you be submitting documentation by mail or fax?

No



NORTH CAROLINA  
DEPARTMENT OF JUSTICE  
ATTORNEY GENERAL ROY COOPER

Consumer | File a Complaint | Complaint Form

## FILE A COMPLAINT

\* Indicates a mandatory field

### Your Information

Prefix: Mr. ☒ \* First Name: Kevin  
Middle Initial: L \* Last Name: Grove  
\* Mailing Address: 905 Greendale Ct.  
\* City: Apex  
\* State: NC \* Zip Code: 27502

Country, if not US:

Day Phone Number (including area code): 919-267-5419  
Evening Phone Number (including area code): 919-267-5419  
Cell Phone Number (including area code): 919-428-7830  
Fax Number (including area code):

County of Residence: Wake Email Address: kevingrove2010@att.net

### Information About Company Against Which You Are Complaining

\* Full name of company: GBS Roofing  
Address: 313 Green St  
City: Sanford  
State: NC Zip: 27330  
Code:

Country, if not US:

Company's internet address (URL): www.gbsroofingnow.com



\* Telephone number, including area code:

919-718-5155

Fax number, including area code:

919-718-0097

**Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved:

new roof on house

Date of purchase, service, contract:

4-30-12



Manufacturer TAMKO

or brand:

Model:

Account  
number:Serial  
number:

Did you sign ☐ Yes  
a contract or ☐ No  
a lease?:

Do not submit credit card  
or bank account numbers  
through this form. If you  
need to provide that  
information as part of  
your complaint, please  
mail it to us instead.

Start Date:

06-25-12



End Date:



Total amount \$3232.21  
paid:

Amount in  
dispute:

\$3232.21

How was  
payment  
made::

Check



Did you buy  
an extended No ☐  
service  
contract?:

If yes, name of company responsible for extended service  
contract or warranty:

**Information About the Transaction**

How was initial contact made between you and the: Person came to my home



Where did the transaction take place?:

At my home ☒**Details of Complaint**

\* Details:

Limit of 2500  
characters

The first contract (4/30/12) was redone due to the fact that person who wrote the contract was fired. A second contract was signed on 5/31/12 because the company said the first contract was null and void due to first person fired. Then the second person was fired. We do not have a third contract but did ask for one. The start date of 6/25/12 was cancelled by GBS. Multiple phone calls were made by me to reschedule and I was continually put off due to their company having issues with employees. I continued to call requesting someone to return my calls to reschedule the roof install and I never would get a response. I finally heard a response on 8/6/12 and I told GBS that I wanted to cancel my contract with them due to the lengthy time it was taking to communicate a schedule with them. I was initially quoted a 2-3 week window of time, at most 4 weeks. As you can see, more than 3 months have already passed. GBS promised that if we stayed with them and did not cancel, they would pay for the ridge vent, waive our deductible and upgrade our warranty. I decided to give GBS one more chance and now had a second schedule date of 8/22/12 drop off materials, and start roof replacement on 8/23/12. They again cancelled this because of weather and rescheduled for 8/27/12. No show on 8/27/12 because GBS was "behind" schedule. GBS wanted to reschedule for Fri 8/31/12 (please note this was a holiday weekend). GBS wanted to remove existing roof in morning and have materials arrive at 12:30 pm and promised new roof to be completed before end of day. I was not comfortable with this scenario, being that I was told by GBS that they do not work weekends or holidays. I voiced this concern to GBS and requested that they begin after the holiday. GBS claims that they have been "bending over backwards to accommodate us and we are the next job". I then decided that I did not want to continue to use GBS to put a new roof on my

**Resolution Attempts You Have Made**Have you contacted the company with your complaint? Yes ☒

If yes, name of person most recently contacted: Brian Smith

His/her phone number, incl. area code: 919-718-5155

Results:

He agreed to cancel but retain 25% which is what we are in complaint about, or proceed with new roof. I don not want to use this company now given

I would like my ENTIRE deposit  
back in the amount of \$3232.21

**\* What resolution would you  
consider fair?:**

Do you have an attorney in this case?:

No ☐

If yes, name of your attorney:

Attorney's number, incl. area code:

Has your complaint been heard or is it  
scheduled to be heard in court?:

No ☐

If yes, where and when?:

If already heard, what was the result?:

Will you be submitting documentation  
by mail or fax?:

Yes ☐

Please attach up to four supporting documents in pdf, doc, docx or txt format. You may  
also mail supporting documents to us.

Attachment 1:

Upload:

Attachment 2:

Upload:

Attachment 3:

Upload:

Attachment 4:

Upload:

PLEASE NOTE: The maximum size of your submission is 15 Mb including the form and all attachments. If you receive  
an error that says "maximum request exceeded", you need to reduce the size of your attachments or contact  
Consumer Protection directly to provide the attachments.



**Print Page** Please print a copy of your completed form to mail in with any supporting documents and a copy for your records. Please note that the printed copy may not include all of the information included in the details of complaint box.

**Submit** After you've completed the form and printed copies, please hit submit to send your complaint to the Consumer Protection Division.

North Carolina Department of Justice / Roy Cooper, Attorney General (919) 716-6400

12-27-13

DEC 30 2013

1 of 7  
pages

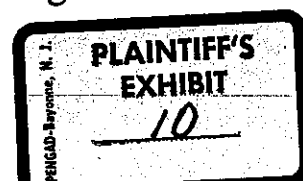
My name is Ellen Marie Joyner Haynes. I live at 2216 Evers Drive, Raleigh, North Carolina in the Kingswood Forest Subdivision in Southeast Raleigh.

919-832-4327

One day, Chris Praizner stopped by my home after seeing the patch work done on my roof. I had a hole patched on my roof from a storm o June 13, 2013.

I have been talking to Chris Praizner , his phone number is 216-319-1910, about his company, Eagle Roofing of Apex, N. C. at 109 Salem Towne Court, 919-363-3575, to doing my roof since the beginning of October. I finally got an appointment with the Allstate Appriaser on October 27, 2013. On that Sunday, Chris and I talked about doing the whole roof (30 year roof) and use some of the interior money to do it. I would do some of the painting and other small things in the interior to get the whole roof done. Also Chris Praizner said he would do the kitchen ceiling as part of his work. I would do the painting myself. We talk about writing up the changes at my house, but Chris said we could do the changes for the work over the phone.

On that day the appraiser gave me a check for \$6,700 and change to do the work on my house which I signed over to Chris. Chris said that he could get the roof put on by Thursday of that week, October 31, 2013. He also said if he could not get the roof on that date, he would come back to put a tarp on the roof because rain was predicted for the last of that week. On Thursday, no shingles were brought to my house. It rained. I called Allstate to see if the check had been cashed. Allstate said the check had cleared Allstate. Chris did not come back to my house and put the tarp on the roof. I call Chris again about a time that the roof would be done. Chris said he would call me back. I could not get him to pinpoint a time for putting on the roof. He always had an excuse the he had to check with person that did the work to see when he could start the job. All he talked about was the trip he was taking with his children and the recipes that he was going to bring to



me. I called Chris wanting a date for the roof. Finally on November 15, I call Chris to tell him about the testing of lead on the paint work. Allstate had sent me a letter to get leading testing. On that day, Chris said he would send another employee to the lead testing the next week. He said that he was going on a trip with his family and that the roof would be put on the November 26, 2013. No employee showed up for the lead testing that following week.

On Tuesday, November 26, 2013, no one show up with the roofing shingles. I called Chris to see what was going on with roofing work. He said he did not know because he just got back from vacation and he would call to find out. He did not call me back, so I called my Allstate agent later in the day to tell him what had happen. I called Chris again but no answer. I gave my Mr. Floyd my Allstate agent Chris telephone after I told him what had happen with the roof.

Tim Bradley, the supervisor over Chris, call my Allstate agent, he said that Chris did not have any notes on the job. We did a three-way call, and Tim said he did not know about what was to be done on the job. Tim Bradley said that the shingles would be in my yard on Friday morning and he said that Chris would call me the next day. Chris did not call me. I called him that Wednesday afternoon to talk. He said he would be at my house on Friday since it was so late for that day to check for the lead paint. Chris Praizner did not show up on Friday.

On that Friday afternoon, I called Mr. Floyd and I told him I was going to ask for my money back. I told Tim I wanted my money back because of the way the work was not done as I was told. I called to tell him that I wanted my money back; Tim did not listen to what I was saying. Tim tried to tell me that he was trying to do what I want done. I told Tim that I want not going to talk to him anymore because he was talking over me on the phone and not hearing what I was saying. I hung up the phone.

After talking to me on the phone Tim called Mr. Floyd, my Allstate agent, Tim told him that I was trying to commit fraud against Allstate

by changes the plan for the work to be done. Tim said that I did not do a change order on the work at which he said on Tuesday that he did not know what was to be done on my job. Tim said Chris had not written any thing down for the changes.

Mr. Floyd told him that he did not believe what he was saying about me. Mr. Floyd told him that I wanted my money as I had told Tim.

Chris came by house on Saturday to ask me to change my mind, think about until Monday. He brought some recipes for me to try. I told him that I doubt that I would change my mind.

I called Chris on Monday, and I told him I had not changed my mind, and when could I get my money.

He said I would receive a call from the owners about the check. I called Chris again to get the phone number for the owners.

I left a message on Monday, Dec 2, 2013 at Eagle Roofing office.

On Tuesday, December 3, 2013, I talked to Gigi Smith about the check. She tried to get to change my mind. I told her no; I want my money back, because I had given Eagle Roofing enough to get the work. And that Tim Bradley had told my Allstate agent Mr. Floyd that I was trying to commit fraud against Allstate.

Gigi wanted me to talk to Tim. I feel insulted by what he had said to Mr. Floyd. Gigi Smith said that the owner would be back on Monday, December 9, 2013, of the following week.

Today, Monday, December 9, 2013, I called Eagle Roofing office, and I talked to the secretary. Neither of Brian or Giggi was in the office. The secretary said she would pass the message on to Giggi. The secretary calls and said that she had passed the message to Giggi and that Brian and Gigi was still out of the office.

I have been talking to Chris Praizner about his company, Eagle Roofing of Apex, N. c. to doing my roof since the beginning of October. I finally got an appointment with the Allstate Appriaser on October 27, 2013. On that Sunday, Chris and I talked about doing the whole roof (30 year roof) and use some of the interior money to do it. I would do some of the painting and other small things in the interior to get the whole roof done. Also Chris Praizner said he would do the kitchen

ceiling as part of his work. I would do the painting myself. We talk about writing up the changes at my house, but Chris said we could do the changes for the work over the phone.

On that day the appraiser gave me a check for \$6,700 and change to do the work on my house which I signed over to Chris. Chris said that he could get the roof put on by Thursday of that week, October 31, 2013. He also said if he could not get the roof on that date, he would come back to put a tarp on the roof because rain was predicted for the last of that week. On Thursday, no shingles were brought to my house. It rained. I called Allstate to see if the check had been cashed. Allstate said the check had cleared Allstate.

Chris did not come back to my house and put the tarp on the roof. I call Chris again about a time that the roof would be done. Chris said he would call me back. I could not get him to pinpoint a time for putting on the roof. He always had an excuse the he had to check with person that did the work to see when he could start the job. All he talked about was the trip he was taking with his children and the recipes that he was going to bring to me. I called Chris wanting a date for the roof. Finally on November 15, I call Chris to tell him about the testing of lead on the paint work. Allstate had sent me a letter to get leading testing. On that day, Chris said he would send another employee to the lead testing the next week. He said that he was going on a trip with his family and that the roof would be put on the November 26, 2013. No employee showed up for the lead testing that following week. On Tuesday, November 26, 2013, no one show up with the roofing shingles. I called Chris to see what was going on with roofing work. He said he did not know because he just got back from vacation and he would call to find out. He did not call me back, so I called my Allstate agent later in the day to tell him what had happen. I called Chris again but no answer. I gave my Mr. Floyd my Allstate agent Chris telephone after I told him what had happen with the roof.

Tim Bradley, his phone number is 419-277-2787, the supervisor over Chris, called my Allstate agent, he said that Chris did not have any

notes on the job. We did a three-way call, and Tim said he did not know about what was to be done on the job. Tim Bradley said that the shingles would be in my yard on Friday morning and he said that Chris would call me the next day. Chris did not call me. I called him that Wednesday afternoon to talk. He said he would be at my house on Friday since it was so late for that day to check for the lead paint. Chris Praizner did not show up on Friday.

On that Friday afternoon, I called Mr. Floyd and I told him I was going to ask for my money back. I told Tim I wanted my money back because of the way the work was not done as I was told. I called to tell him that I wanted my money back; Tim did not listen to what I was saying. Tim tried to tell me that he was trying to do what I want done. I told Tim that I want not going to talk to him anymore because he was talking over me on the phone and not hearing what I was saying. I hung up the phone. After talking to me on the phone Tim called Mr. Floyd, my Allstate agent, Tim told him that I was trying to commit fraud against Allstate by changes the plan for the work to be done. Tim said that I did not do a change order on the work at which he said on Tuesday that he did not know what was to be done on my job. Tim said Chris had not written any thing down for the changes.

Mr. Floyd told him that he did not believe what he was saying about me. Mr. Floyd told him that I wanted my money as I had told Tim.

Chris came by house on Saturday to ask me to change my mind, think about until Monday. He brought some recipes for me to try. I told him that I doubt that I would change my mind.

I called Chris on Monday, and I told him I had not changed my mind, and when could I get my money.

He said I would receive a call from the owners about the check. I called Chris again to get the phone number for the owners.

I left a message on Monday, Dec 2, 2013 at Eagle Roofing office.

On Tuesday, December 3, 2013, I talked to Gigi Smith about the check. She tried to get to change my mind. I told her no; I want my money back, because I had given Eagle Roofing enough to get the work. And that Tim Bradley had told my Allstate agent Mr. Floyd that I was trying

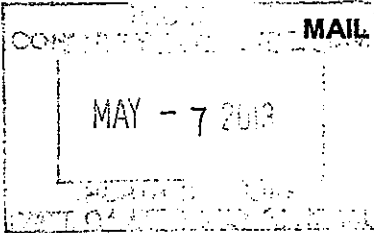
to commit fraud against Allstate.

Gigi wanted me to talk to Tim. I feel insulted by what he had said to Mr. Floyd. Gigi Smith said that the owner would be back on Monday, December 9, 2013, of the following week.

Today, Monday, December 9, 2013, I called Eagle Roofing office, and I talked to the secretary. Neither of Brian or Giggi was in the office. The secretary said she would pass the message on to Giggi. The secretary calls and said that she had passed the message to Giggi and that Brian and Gigi was still out of the office.

December 9, 2013 is the last time I talked to someone at Eagle Roofing. Mr. Floyd, has called and talked to secretary, but no one will return his calls.

**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**



MAIL TO:

CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226

**SECTION 1: Your Information**

(Mr.) Ms. Mrs.	Last name	First name		MI
	LYNCH	Stephen		
Mailing address				
406 Pearl St.				
City	State	Zip code	Country, if not US	
Fayetteville	NC	28303		
Day phone number, including area code (910) 551-3411	Evening phone number, including area code (910) 484-2712	Fax number, including area code ( )		
County of residence Cumberland	E-mail address Jack5908@hotmail.com	Cell phone, including area code ( )		

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company			
GBS Roofing & Restoration LLC			
Mailing address			
313 Green Street			
City	State	Zip code	Country, if not US
Sanford	NC	27330	
Company's internet address (URL)			
www.gbsroofinghow.com			
Telephone number, including area code (919) 718-5155	Fax number, including area code (919) 718-6097		

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved		Date of purchase, service, contract	
Replace roof		7-18-12	
Manufacturer or brand		Model	
Account number		Serial number	
Did you sign a contract or a lease? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, please give the following	Starting date	Expiration date
		7-18-12	NONE
Total amount paid	Amount in dispute	How was payment made: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit card <input type="checkbox"/> Debit card <input type="checkbox"/> Money order <input type="checkbox"/> Wire transfer <input type="checkbox"/> Finance agreement <input type="checkbox"/> Other	
Did you buy an extended service contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, name of company responsible for extended service contract or warranty		

**SECTION 4: Information About the Transaction**

How was initial contact made between you and the business?	Where did the transaction take place?
<input checked="" type="checkbox"/> Person came to my home <input type="checkbox"/> I went to company's place of business <input type="checkbox"/> I received a telephone call from business <input type="checkbox"/> I telephoned the business <input type="checkbox"/> I received information in the mail <input type="checkbox"/> I responded to radio/television ad <input type="checkbox"/> I responded to printed advertisement <input type="checkbox"/> I responded to a Website or e-mail solicitation <input type="checkbox"/> I received a fax solicitation <input type="checkbox"/> I attended a trade show or convention <input type="checkbox"/> Other	<input checked="" type="checkbox"/> At my home <input type="checkbox"/> At company's place of business <input type="checkbox"/> By mail <input type="checkbox"/> Over the phone <input type="checkbox"/> Via computer (website or e-mail) <input type="checkbox"/> Trade show or hotel <input type="checkbox"/> Other





**SECTION 5: Details of Complaint (use additional sheets if necessary)**

A man named John Mathew came to my door and offered roofing services. I signed a contract to pay 7,159.71 dollars total. I gave a check for 3,331.17 as a down payment. The check cleared 2 weeks later and I was called by John, and told that it would take approximately 30 days before work began. After 60 days past, I began to call every month until January, when I could no longer get through. I left messages, and was told that they would begin work the following week. Nobody ever showed-up.

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of person most recently contacted Secretary of Brian Smith	His/her phone number, incl. area code ( )
Results Promise to be there the following week		
What result would you consider fair? reimburse my deposit of \$3331.17		
Do you have an attorney in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of your attorney	Attorney's number, incl. area code ( )
Has your complaint been heard or is it scheduled to be heard in court? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, where and when?		
If already heard, what was the result?		

**SECTION 7: Important Information**

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
- Please be sure to include copies of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: Steph Lyd Date: 5/2/13

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001

**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**

**MAIL TO:**

**CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226**

APR - 2 2013

**SECTION 1: Your Information**

<input checked="" type="radio"/> Mr. <input checked="" type="radio"/> Ms. <input type="radio"/> Mx.	Last name <b>Faison</b>	First name <b>Wilbert + Deborah</b>	MI <b>L</b>
Mailing address <b>4531 Turquoise Road</b>			
City <b>Fayetteville</b>	State <b>NC</b>	Zip code <b>28311</b>	Country, if not US <b>US</b>
Day phone number, including area code <b>(910) 630-0298</b>	Evening phone number, including area code <b>(910) 987-6125</b>	Fax number, including area code ( )	
County of residence <b>Cumberland</b>	E-mail address <b>wfaison12@NC.RR.COM</b>	Cell phone, including area code <b>(910) 987-6127</b>	

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company <b>GBS Roofing + Restoration LLC / Eagle Roofing + Restoration</b>			
Mailing address <b>313 Green Street / 109 Salem Town Ct. Apex NC 27502</b>			
City <b>Sanford</b>	State <b>NC</b>	Zip code <b>27330</b>	Country, if not US
Company's internet address (URL) <b>www.gbsroofingnow.com / cell-678-350-4762</b>			
Telephone number, including area code <b>(919) 363-3575 / 718-5155</b>	Fax number, including area code <b>(919) 718-0097</b>		

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved		Date of purchase, service, contract	
Manufacturer or brand		Model	
Account number		Serial number	
Did you sign a contract or a lease? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, please give the following <input checked="" type="checkbox"/>	Starting date	Expiration date
Total amount paid <b>3,918.75</b>	Amount in dispute <b>3,918.75</b>	How was payment made: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit card <input type="checkbox"/> Debit card <input type="checkbox"/> Money order <input type="checkbox"/> Wire transfer <input type="checkbox"/> Finance agreement <input type="checkbox"/> Other	
Did you buy an extended service contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, name of company responsible for extended service contract or warranty		

**SECTION 4: Information About the Transaction**

<b>How was initial contact made between you and the business?</b> <input checked="" type="checkbox"/> Person came to my home <input type="checkbox"/> I went to company's place of business <input type="checkbox"/> I received a telephone call from business <input type="checkbox"/> I telephoned the business <input type="checkbox"/> I received information in the mail <input type="checkbox"/> I responded to radio/television ad <input type="checkbox"/> I responded to printed advertisement <input type="checkbox"/> I responded to a Website or e-mail solicitation <input type="checkbox"/> I received a fax solicitation <input type="checkbox"/> I attended a trade show or convention <input type="checkbox"/> Other	<b>Where did the transaction take place?</b> <input checked="" type="checkbox"/> At my home <input type="checkbox"/> At company's place of business <input type="checkbox"/> By mail <input type="checkbox"/> Over the phone <input type="checkbox"/> Via computer (website or e-mail) <input type="checkbox"/> Trade show or hotel <input type="checkbox"/> Other
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**SECTION 5: Details of Complaint (use additional sheets if necessary)**

Contractor was given check with understanding, that they would do the roof. And not cash the check until the work was completed. They Forged are signatures on the check given to them without our consent. And the work has not be completed. It has been 4 Months and no work has been done. we called Better Business Bureau and we were told they no longer have a license. we called the office several times and the owner has not call us back. We do not want any work done by this company due to Forgery of our check. Please feel Free to call us regarding Any Questions. Thank you <sup>willbert</sup> Deborah Faison

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of person most recently contacted <u>Nicole</u>	His/her phone number, incl. area code <u>(919) 363-3575</u>
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Results  
None, owner never return Phone call

What result would you consider fair?  
To get all our money back

Do you have an attorney in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of your attorney	Attorney's number, incl. area code ( )
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Has your complaint been heard or is it scheduled to be heard in court? ☐ Yes ☒ No If yes, where and when?

If already heard, what was the result?

**SECTION 7: Important Information**

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
- Please be sure to include **copies** of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: Willbert L. Faison, Deborah Faison Date: 03/27/2013

**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**

MAIL TO: CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226

JAN 14 2013

**SECTION 1: Your Information**

Mr. Ms. <input checked="" type="radio"/> Mrs.	Last name <u>HILL</u>	First name <u>PHYLLIS</u>	MI <u>J</u>
Mailing address <u>333 VENTURE DR.</u>			
City <u>WINNINGTON</u>	State <u>NC</u>	Zip code <u>28412</u>	Country, if not US
Day phone number, including area code <u>(336) 458-8045</u>	Evening phone number, including area code <u>(336) 458-8045</u>	Fax number, including area code <u>( ) NONE</u>	
County of residence <u>NEW HANOVER</u>	E-mail address <u>ROUNDERP@YAHOO.COM</u>	Cell phone, including area code <u>(336) 458-8045</u>	

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company <u>GBS ROOFING &amp; RESTORATION LLC</u>			
Mailing address <u>313 GREEN STREET</u>			
City <u>SANFORD</u>	State <u>NC</u>	Zip code <u>27330</u>	Country, if not US
Company's internet address (URL) <u>SALES@GBSROOFINGNOW.COM</u>			
Telephone number, including area code <u>(800) 376-3300</u>	Fax number, including area code <u>(919) 718-0097</u>		

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved <u>ROOFING &amp; GENERAL INSIDE HOUSE</u>		Date of purchase, service, contract <u>AUGUST 3 - 2012</u>	
Manufacturer or brand <u>NA</u>		Model <u>NA</u>	
Account number <u>UNREADABLE</u>		Serial number <u>UNREADABLE</u>	
Did you sign a contract or a lease? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, please give the following <input checked="" type="checkbox"/>	Starting date <u>AUGUST 6 - 2012</u>	Expiration date <u>FEB - 6 - 2013</u>
Total amount paid <u>\$ 7174.69</u>	Amount in dispute <u>7174.69</u>	How was payment made: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit card <input type="checkbox"/> Debit card <input type="checkbox"/> Money order <input type="checkbox"/> Wire transfer <input type="checkbox"/> Finance agreement <input type="checkbox"/> Other	
Did you buy an extended service contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, name of company responsible for extended service contract or warranty		

**SECTION 4: Information About the Transaction**

<p><b>How was initial contact made between you and the business?</b></p> <p><input checked="" type="checkbox"/> Person came to my home</p> <p><input type="checkbox"/> I went to company's place of business</p> <p><input type="checkbox"/> I received a telephone call from business</p> <p><input type="checkbox"/> I telephoned the business</p> <p><input type="checkbox"/> I received information in the mail</p> <p><input type="checkbox"/> I responded to radio/television ad</p> <p><input type="checkbox"/> I responded to printed advertisement</p> <p><input type="checkbox"/> I responded to a Website or e-mail solicitation</p> <p><input type="checkbox"/> I received a fax solicitation</p> <p><input type="checkbox"/> I attended a trade show or convention</p> <p><input type="checkbox"/> Other</p>	<p><b>Where did the transaction take place?</b></p> <p><input checked="" type="checkbox"/> At my home</p> <p><input type="checkbox"/> At company's place of business</p> <p><input type="checkbox"/> By mail</p> <p><input type="checkbox"/> Over the phone</p> <p><input type="checkbox"/> Via computer (website or e-mail)</p> <p><input type="checkbox"/> Trade show or hotel</p> <p><input type="checkbox"/> Other</p>
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PLAINTIFF'S EXHIBIT

13

**SECTION 5: Details of Complaint (use additional sheets if necessary)**

GBS REPRESENTATIVE CAME TO MY HOME AND ADVISED ME THAT THEY WOULD INSTALL NEW SIDING ON MY HOME & GARAGE, PAINT WATER DAMAGE TO MY HOME AND ELECTRICAL REPAIRS. INSTALL NEW STREET ROCK IN COMPUTER ROOM (OUTSIDE WALL) AND SCRAPE BEHIND IN FOUR ROOMS AND REPAINT SAME FOUR CEILINGS. THE PERSON WHO ~~CONTACTED~~ <sup>CONTRACTED</sup> ME WAS ERIC HARDEN FIRST AND TOOK THE \$7174.69 CHECK AND LATER FOUND OUT HE WAS USING A CHARLOTTE NC CONTRACT NUMBER OTHER THAN HIS. THE OWNER OF GBS ROOFING & RESTORATION IS BRIAN WILLIAM SMITH FROM SANFORD NC.

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of person most recently contacted <del>SHEPHERD</del> LASTNAME UNKNOWN	His/her phone number, incl. area code 919 718-5155
Results NONE	ASHELEY	
What result would you consider fair? START ALL REPAIR WORK THAT I PAID FOR		
Do you have an attorney in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of your attorney LEGAL AID OF N.C. INC	Attorney's number, incl. area code (866) 219-5262
Has your complaint been heard or is it scheduled to be heard in court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, where and when?		
If already heard, what was the result?		

**SECTION 7: Important Information**

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
- Please be sure to include copies of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: Phyllis Hill

Date: 01-10-2013

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001